

**INTERCONNECTION AGREEMENT FOR NARROWBAND COMMERCIAL MOBILE  
RADIO SERVICE (NCMRS) UNDER SECTIONS 251, 252 AND 332 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

**Dated as of May 25, 1999**

**by and between**

**NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY,  
d/b/a  
BELL ATLANTIC – RHODE ISLAND**

**and**

**METROCALL, INC.**

**INTERCONNECTION AGREEMENT FOR NARROWBAND COMMERCIAL MOBILE  
RADIO SERVICE (NCMRS) UNDER SECTIONS 251, 252 AND 332 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement For Narrowband Commercial Mobile Radio Service (NCMRS) (this “Agreement”), under Sections 251, 252 and 332 of the Telecommunications Act of 1996 (the “Act”), is effective as of the 25<sup>th</sup> day of May, 1999 (the “Effective Date”), by and between New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Rhode Island (“BA”), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts 02110 and Metrocall, Inc. (“Metrocall”), a Delaware corporation with offices at 6677 Richmond Highway, Alexandria, Virginia 22306 (each, a “Party” and, collectively, the “Parties”).

WHEREAS, Metrocall has requested, pursuant to Section 252(i) of the Act, that BA make available to Metrocall Interconnection service and unbundled Network Elements upon the same terms and conditions as provided in the Interconnection Agreement For Narrowband Commercial Mobile Radio Service (NCMRS) between Paging Network of Massachusetts, Inc. and BA, effective as of December 1, 1998, for Rhode Island approved by the Commission under Section 252 of the Act (the “Separate Agreement”) and attached as Appendix 1 hereto; and

WHEREAS, BA has agreed, subject to the terms and conditions set forth below, to make the terms and conditions of the Separate Agreement available to Metrocall hereby.

NOW, THEREFORE, in consideration of the mutual provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Metrocall and BA hereby agree as follows:

**1.0 Incorporation of Appendix by Reference**

1.1 Except as expressly stated herein, the terms and conditions of the Separate Agreement (as set forth in Appendix 1 hereto), as it is in effect on the date hereof after giving effect to operation of law (but without giving effect to any amendment thereof), are incorporated by reference in their entirety herein and form an integral part of this Agreement.

1.2 References in Appendix 1 hereto to Paging Network of Massachusetts, Inc. or to PageNet shall for purposes of this Agreement be deemed to refer to Metrocall.

1.3 References in Appendix 1 hereto to the “Effective Date”, the date of effectiveness thereof and like provisions shall for purposes of this Agreement be deemed to refer to the date first written above. Unless terminated earlier in accordance with the terms of Appendix 1 hereto, this Agreement shall continue in effect until the Separate Agreement expires or is otherwise terminated.

1.4 All references in Appendix 1 hereto to “800/888” shall be deleted in their entirety and replaced with the following: “800/888/877”.

1.5 Section 3.1.4 of Appendix 1 hereto is deleted in its entirety and the following is substituted therefor:

“3.1.4 The Parties are presently interconnected at numerous points in each LATA throughout the BA serving area. Each Party has provided the other Party with Interconnection at various points on its respective network in each LATA or tandem serving area and nothing in this Agreement is intended to require either Party to provide additional or different points of Interconnection without its consent. Having reviewed one another’s respective network configurations, the Parties agree that Metrocall’s present network design and resulting Interconnection arrangements, taken as a whole and on balance, do not impose a reasonable allocation of transport and switching costs upon BA and therefore do not constitute one form of “Efficient Interconnection”. In the case of Metrocall, Efficient Interconnection means that each Metrocall point of Interconnection is no more than twenty-five (25) miles from the BA End Office serving the BA originating Customer. The Parties also agree that they will work together cooperatively with the goal of Metrocall achieving Efficient Interconnection and both Parties retaining Efficient Interconnection thereafter during the term of this Agreement as the Parties modify, enhance or consolidate their respective networks. The Parties acknowledge that the rate at which each is entitled to be paid Reciprocal Compensation, pursuant to Section 4.6, is a product, in part, of the fact that BA currently provides, and Metrocall does not currently provide, Efficient Interconnection. As a result, until both Parties agree that Metrocall is providing Efficient Interconnection, the Reciprocal Compensation rate for Local Traffic terminated by Metrocall shall be \$.001 per MOU lower than the rate set forth in Appendix 1. When both Parties agree that Metrocall is providing Efficient Interconnection, the Reciprocal Compensation rate for Local Traffic terminated by Metrocall shall no longer be reduced as noted in the immediately preceding sentence. The Parties agree that the Reciprocal Compensation rate will revert to the reduced rate described above, and may be negotiated even lower, if Metrocall subsequently ceases to provide Efficient Interconnection for traffic between Metrocall and BA. The Parties also acknowledge that the Reciprocal Compensation rate to be paid to Metrocall will be renegotiated higher if BA ceases to provide Efficient Interconnection for Local Traffic between Metrocall and BA.”

1.6 All usage data to be provided pursuant to Sections 5.3.4 and 5.3.5 of Appendix 1 hereto shall be sent to the following address on behalf of Metrocall:

Metrocall, Inc.  
Attn: Kenneth Goldstein, VP Engineering  
6677 Richmond Highway  
Alexandria, Virginia 22306

1.7 All notices, affidavits, exemption-certificates or other communications to Metrocall under Section 23.6.6 of Appendix 1 hereto shall be sent to the following address:

Metrocall, Inc.  
Attn: Laura Dawson, Dir., Tax Dept.  
6910 Richmond Highway  
Alexandria, Virginia 22306

1.8 All notices, affidavits, exemption-certificates or other communications to BA under Section 23.6.6 of Appendix 1 hereto shall be sent to the following address:

Tax Administration  
Bell Atlantic Corporation  
1095 Avenue of the Americas  
Room 3109  
New York, New York 10036  
Telephone: (212) 395-1280  
Facsimile: (212) 597-2915

1.9 Notices to Metrocall under Section 23.10 of Appendix 1 hereto shall be sent to the following address:

Joyce & Jacobs, Attorneys at Law, L.L.P.  
Attn: Frederick M. Joyce Esq.  
1019 19<sup>th</sup> Street NW, Ste. PH2  
Washington, DC 20036  
Telephone: (202) 457-0100  
Facsimile: (202) 457-0186

1.10 Notices to BA under Section 23.10 of Appendix 1 hereto shall be sent to the following address:

President - Telecom Industry Services  
Bell Atlantic Corporation  
1095 Avenue of the Americas  
40<sup>th</sup> Floor  
New York, New York 10036  
Facsimile: (212) 597-2585

with a copy to:

Bell Atlantic Network Services, Inc.  
Attn: Jack H. White, Jr.  
Associate General Counsel

1320 N. Court House Road, 8<sup>th</sup> Floor  
Arlington, Virginia 22201  
Telephone: (703) 974-1368  
Facsimile: (703) 974-0744

with a copy to:

Bell Atlantic – Rhode Island  
Attn: Regulatory Counsel  
14<sup>th</sup> Floor  
185 Franklin Street  
Boston, Massachusetts 02110

1.11 Notwithstanding Section 21A.2.1 of Appendix 1 hereto and in lieu of the quarterly performance reports set forth in Schedules 21A.2A through 21A.2D, at such time as BA makes available the Performance Monitoring Reports set forth in the Memorandum Opinion and Order adopted by the FCC on August 14, 1997 (the "FCC Merger Order") to other Telecommunications Carriers purchasing Interconnection from BA, BA shall provide Metrocall with the Performance Monitoring Reports applicable to Metrocall in accordance with the requirements of said FCC Merger Order

## **2.0 Clarifications**

2.1 For the avoidance of any doubt, no amendment or modification to the Separate Agreement is incorporated into this Agreement. Metrocall acknowledges that, pursuant to the terms of the Separate Agreement, BA and PageNet amended the Separate Agreement to set new Reciprocal Compensation rates for transport and termination of Local Traffic by PageNet thereunder, based upon a review of PageNet's interconnection architecture with BA's network and study of PageNet's forward-looking costs of transport and termination of such traffic. Metrocall further acknowledges that it does not have a right to adopt such new Reciprocal Compensation rates and, instead, that to the extent Metrocall wishes to have Reciprocal Compensation rates other than those set in the Separate Agreement (without giving effect to any amendment or modification thereof), Metrocall must prepare a study of its forward-looking costs of transport and termination of Local Traffic, and demonstrate that it is maintaining Efficient Interconnection, (as defined in the Separate agreement), all in accordance with the applicable terms of the Agreement.

2.2 The Parties agree that if any judicial or regulatory authority of competent jurisdiction determines (or has determined) that BA is not required to furnish any service or item or provide any benefit to Telecommunications Carriers otherwise required to be furnished or provided to Metrocall hereunder, then BA may, at its sole option, avail itself of any such determination by providing written notice thereof to Metrocall.

2.3 The entry into, filing and performance by BA of this Agreement does not in any way constitute a waiver by BA of any of the rights and remedies it may have to seek review of any of the provisions of the Separate Agreement, or to petition the Commission, other administrative body or court for reconsideration or reversal of any determination made by any of them, or to seek review in any way of any portion of this Agreement in connection with Metrocall's election under Section 252(i) of the Act.

2.4 Notwithstanding any other provisions of this Agreement, BA shall have no obligation to perform under this Agreement at any time during which Metrocall has not obtained a valid radio license from the FCC as required by FCC regulations as a condition for providing commercial mobile radio service in the licensed area of the State of Rhode Island as a narrowband commercial mobile radio carrier.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 25th day of May, 1999.

METROCALL, INC.

BELL ATLANTIC – RHODE ISLAND

By:\_\_\_\_\_

By:\_\_\_\_\_

Printed:\_\_\_\_\_

Printed: Jeffrey A. Masoner

Title:\_\_\_\_\_

Title: Vice-President - Interconnection  
Services Policy & Planning

**INTERCONNECTION AGREEMENT FOR NARROWBAND COMMERCIAL MOBILE  
RADIO SERVICE (NCMRS) UNDER SECTIONS 251, 252 AND 332 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

**Effective as of December 1, 1998**

**by and between**

**NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY D/B/A  
BELL ATLANTIC - RHODE ISLAND**

**and**

**PAGING NETWORK OF MASSACHUSETTS, INC.**



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**INTERCONNECTION AGREEMENT FOR NARROWBAND COMMERCIAL MOBILE  
RADIO SERVICE (NCMRS) UNDER SECTIONS 251 252 AND 332 OF  
THE TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement under Sections 251, 252 and 332 of the Telecommunications Act of 1996, is effective as of December 1, 1998 ("the Effective Date"), by and between New England Telephone and Telegraph Company d/b/a Bell Atlantic- Rhode Island ("BA"), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts 02110, and Paging Network of Massachusetts, Inc. ("PageNet"), a Delaware corporation with offices at 14911 Quorum Drive, Dallas, Texas 75240.

WHEREAS, BA and PageNet (individually, a "Party" and collectively, the "Parties") intend to interconnect their networks at mutually agreed upon points of interconnection to provide local Telecommunications Services (as defined below) to their respective customers;

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties interconnect their networks and provide other services as required by the Act (as defined below) and as set forth herein;

WHEREAS, the Parties agree this Agreement shall supersede any existing Interconnection and Traffic Interchange Agreement and appended Riders between them; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PageNet and BA hereby agree as follows:

This Agreement sets forth the terms, conditions and pricing, as applicable, under which the Parties will offer and provide to each other, network Interconnection, access to Network Elements, and ancillary services within each LATA in which they both operate within the State of Rhode Island. As such, this Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the Rhode Island Public Utilities Commission and the Parties will specifically request that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of the Agreement.

## **1.0 DEFINITIONS**

### **1.0 DEFINITIONS 1.0 DEFINITIONS 1.0 DEFINITIONS 1.0 DEFINITIONS 1.0 DEFINITIONS 1.0 DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0.

**1.1** "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended, and as from time to time interpreted in the rules and regulations of the FCC or the Commission.

**1.2** "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal of up to 6 mbps to the Customer and up to 640 kbps from the Customer.

**1.3** "Agreement" means this Interconnection Agreement and all Exhibits and Schedules appended hereto.

**1.4** "Ancillary Traffic," means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: LSV/VCI, Directory Assistance, 911/E911, Operator Services (call completion), 800/888 database query, LIDB, and information services requiring special billing.

**1.5** "Applicable Laws" means all State or Federal laws, regulations, and orders applicable to each Party's performance of its obligations hereunder.

**1.6** "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the rules and regulations of the FCC or the Commission.

**1.7** "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the rules and regulations of the FCC or the Commission.

**1.8** "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

**1.9** "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party.

**1.10** "Central Office Switch" or "Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

- (a) "End Office Switch" or "End Office" which is used to terminate Customer

station Loops for the purpose of interconnection to each other and to trunks;

(b) "Tandem Switch" or "Tandem Office" which is a switching entity that is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence. An "Access Tandem Office" or "Access Tandem" is a Tandem Office that also has billing and recording capabilities to provide Switched Exchange Access Services; and

(c) "Mobile Switching Center" or "MSC", as defined below.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

**1.11** "Channel Facilities Arrangement" or "CFA" means a third party carrier's facilities or premises which have been designated as a delivery point for traffic delivered by Bell Atlantic to PageNet's network as mutually agreed to by the Parties.

**1.12** "CLASS Features" means certain Common Channel Signaling-based features available to Customers including, but not limited to: Automatic Call Back, Call Trace, Caller Identification, and future features.

**1.13** "Collocation" means an arrangement whereby one Party's (the "Collocating Party") equipment or transmission facilities necessary for Interconnection or for access to Network Elements offered by the second Party on an unbundled basis are installed and maintained at the premises of the second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is limited to a Housing Party Wire Center, other mutually agreed-upon locations of the Housing Party, or any other location for which Collocation has been ordered by the FCC or Commission. Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party owns, installs, and maintains equipment dedicated to use by the Collocating Party in the Housing Party's premises. BA currently provides Collocation under terms, rates, and conditions as described in tariffs on file or soon to be filed with the FCC and the Commission. Upon request by PageNet, Bell Atlantic and PageNet will address the provision of additional types of Collocation arrangements to be permitted by Bell Atlantic, including additional physical locations and alternative utilizations of space and facilities.

**1.14** "Commission" means the Rhode Island Public Utilities Commission.

**1.15** "Common Channel Signaling" or "CCS" means a method of transmitting call set-

up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data traffic of the call. "SS7" means the Signaling System 7 common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI"). "CCSAC" or "CCSAS" means the common channel signaling access connection or service, respectively, which connects one Party's signaling point of interconnection ("SPOI") to the other Party's STP for the exchange of SS7 messages.

**1.15A** "Connecting Circuit" means the facility used to transport traffic between BA's network and PageNet's network.

**1.16** "Competitive Local Exchange Carrier" or "CLEC" means any non-incumbent Local Exchange Carrier operating as such in BA's certificated territory covered by this Agreement.

**1.17** "Cross Connection" means a jumper cable or similar connection provided pursuant to collocation at the digital signal cross connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.

**1.18** "Customer" means a third-party subscriber to Telecommunications Services provided by either of the Parties.

**1.19** "Dialing Parity" is As Defined in the Act.

**1.20** "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

**1.21** "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

**1.22** "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

**1.23** "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

**1.24** "Exchange Access" is As Defined in the Act.



**1.25** "Exchange Message Record" or "EMR" means the standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement, and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bell Communications Research, Inc. ("Bellcore") document that defines industry standards for Exchange Message Records.

**1.26** [Reserved]

**1.27** "FCC" means the Federal Communications Commission.

**1.27A** "FCC Regulations" means regulations published in 47 C.F.R. and the published Orders of the FCC, including, but not limited to, the First Report and Order In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Interconnection between Local Exchange and Commercial Mobile Radio Service Providers, CC Docket Nos. 96-98 and 95-185, adopted on August 1, 1996.

**1.28** "HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to 784 kbps simultaneously in both directions on a two-wire channel using a 2 Binary / 1 Quaternary ("2B1Q") line code.

**1.29** "Independent Telephone Company" or "ITC" means any entity other than BA which, with respect to its operations within Rhode Island, is an "Incumbent Local Exchange Carrier" As Described in the Act.

**1.30** "Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform.

**1.31** "Integrated Digital Loop Carrier" means a subscriber loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) loop transmission paths combined into a 1.544 Mbps digital signal.

**1.32** "Integrated Services Digital Network" or "ISDN" means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN ("BRI-ISDN") provides for digital transmission of two 64 kbps bearer channels and one 16 kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN ("PRI-ISDN") provides for digital transmission of twenty three (23) 64 kbps bearer channels and one 16 kbps data and signaling channel (23 B+D).

**1.33** "Interconnection" is as Described in the Act, and means the connection of separate pieces of equipment or transmission facilities within, between, or among networks. The

architecture of Interconnection may include, but is not limited to, collocation arrangements, entrance facilities, and Mid-Span Meet arrangements.

**1.33A** "Interconnection Point" or "IP" means a physical location where two networks are linked for the purpose of exchanging traffic.

**1.34** "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

**1.35** "InterLATA" is As Defined in the Act.

**1.36** "InterMTA Traffic" is NCMRS traffic originated by a Customer of one Party on that Party's network in one MTA and terminated to a Customer of the other Party on that Party's network in another MTA. InterMTA Traffic is Toll Traffic.

**1.37** "IntraLATA Toll Traffic" means those intraLATA NCMRS calls that are not defined as Local Traffic in this Agreement.

**1.37A** "IntraMTA Traffic" is NCMRS traffic originated by a Customer of one Party on that Party's network in an MTA and terminated to a Customer of the other Party on that Party's network in the same MTA in which the call originated, regardless of the other carrier(s), if any, involved in carrying any segment of the call. IntraMTA Traffic is Local Traffic.

**1.38** "Line Side" means an End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision, and signaling for basic rate ISDN service.

**1.39** "Line Status Verification" or "LSV" means an operator request for a status check on the line of a called party. The request is made by one Party's operator to an operator of the other Party. The verification of the status check is provided to the requesting operator.

**1.40** "Local Access and Transport Area" or "LATA" is As Defined in the Act.

**1.41** "Local Exchange Carrier" or "LEC" is As Defined in the Act.

**1.42** "Local Serving Wire Center" means a Wire Center that (i) serves the area in which the other Party's or a third party's Wire Center, aggregation point, point of termination, or point of presence is located, or any Wire Center in the LATA in which the other Party's Wire Center, aggregation point, point of termination or point of presence is located in which the other Party has established a Collocation Arrangement or is purchasing an entrance facility, and (ii) has the

necessary capabilities for providing transport services.

**1.43** "Local Telephone Number Portability" or "LTNP" means "number portability" as Defined in the Act.

**1.44** "Local Traffic" means IntraMTA Traffic. Unless the FCC concludes otherwise, Local Traffic does not include any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties ("Internet Traffic").

**1.44A** "Major Trading Area" or "MTA" is as defined in 47 C.F.R. § 24.102.

**1.45** "Main Distribution Frame" or "MDF" means the primary point at which outside plant facilities terminate within a Wire Center, for interconnection to other telecommunications facilities within the Wire Center.

**1.46** "MECAB" means the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

**1.47** "MECOD" means the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of OBF. The MECOD document, published by Bellcore as Special Report SR-STS-002643, establishes methods for processing orders for Exchange Access service which is to be provided by two or more LECs.

**1.48** "Meet-Point Billing" or "MPB" means an arrangement whereby two or more Telecommunications Carriers jointly provide to a third party the transport element of a Switched Exchange Access Service to one of the LECs' End Office Switches, with each receiving an appropriate share of the transport element revenues as defined by their effective Exchange Access tariffs and/or applicable contracts. "Meet-Point Billing Traffic" means traffic that is subject to an effective Meet-Point Billing arrangement.

**1.49** "Mid-Span Meet" means an Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon Interconnection point.

**1.49A** "Mobile Switching Center" or "MSC" means a switching facility or facilities used by PageNet to originate or terminate Customer Wireless Services.

**1.50** "Narrowband Commercial Mobile Radio Service," "Narrowband CMRS" or "NCMRS" means interconnected mobile one- or two-way paging or messaging, point-to-point or point-to-multipoint Wireless Services offered for profit to the public or such classes of eligible users as to be effectively available to a substantial portion of the public. Hereinafter, PageNet's services will be referred to as "NCMRS."

**1.51** "Network Element" is As Defined in the Act.

**1.52** "Network Element Bona Fide Request" means the process described on Exhibit B that prescribes the terms and conditions relating to a Party's request that the other Party provide a Network Element not otherwise provided by the terms of this Agreement.

**1.53** "North American Numbering Plan" or "NANP" means the telephone numbering plan used in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean nations. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

**1.54** "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. There are two general categories of NPAs, "Geographic NPAs" and "Non-Geographic NPAs." A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code," is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

**1.55** "NXX," "NXX Code," or "End Office Code" means the three digit switch entity indicator (i.e. the first three digits of a seven digit telephone number).

**1.55A** "NXX Code - Rate Change Charge" means the non-recurring charge for changing a rate center designation associated with a NXX code when the change has been requested by a Telecommunications Carrier.

**1.56** "Permanent Number Portability" or "PNP" means the use of a database or other technical solution that comports with regulations issued by the FCC to provide LTNP for all customers and service providers.

**1.57** "Port Element" or "Port" means a line card (or equivalent) and associated peripheral equipment on an End Office Switch which serves as the physical Interconnection between individual loops or individual Customer trunks and the switching components of an End Office Switch and the associated switching functionality in that End Office Switch. Each Port is

typically associated with one (or more) telephone number(s) which serves as the Customer's network address.

**1.57A** "NCMRS Port Element" shall refer to ports on a NCMRS mobile switch.

**1.58** "Rate Center Area" or "Exchange Area" means the specific geographic point and corresponding geographic area which has been identified by a given LEC or provider as being associated with a particular NPA-NXX code assigned to the LEC or NCMRS provider for its provision of Telephone Exchange Services or Wireless Service. The Rate Center Area is the exclusive geographic area which the LEC or NCMRS provider has identified as the area within which it will provide Telephone Exchange or Wireless Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area. A "Rate Center Point" is a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing Customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

**1.59** "Rate Demarcation Point" means the point of minimum penetration at a premise or other point where each Party's responsibilities for its network facilities end.

**1.60** "Rating Point" or "Routing Point" means a specific geographic point identified by a specific V&H coordinate. The Routing Point/Rating Point is used to route inbound traffic to specified NPA-NXXs and to calculate mileage measurements for distance-sensitive transport charges for switched access services. Pursuant to Bellcore Practice BR-795-100-100, the Rating Point may be an End Office location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center.

**1.61** "Reciprocal Compensation" is As Described in the Act, and refers to the payment arrangements that recover costs incurred for the transport and termination of Local Traffic originating on one Party's network and terminating on the other Party's network.

**1.61A** Reserved

**1.62** "Service Control Point" or "SCP" means the node in the common channel signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a

service switching point ("SSP") and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

**1.63** "Signaling Transfer Point" or "STP" means a specialized switch that provides SS7 network access and performs SS7 message routing and screening.

**1.64** "Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMR Bellcore Practice BR-010-200-010.

**1.65** "Switched Access Summary Usage Data" means a category 1150XX record as defined in the EMR Bellcore Practice BR-010-200-010.

**1.66** "Switched Exchange Access Service" means the offering of transmission and switching services for the purpose of the origination or termination of toll traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access, and 900 access, and (for PageNet) termination of toll traffic over NCMRS facilities.

**1.67** "Switching Element" is the unbundled Network Element that provides a Telecommunications Carrier the ability to use switching functionality in a BA End Office switch, including all vertical services that are available on that switch, to provide Telephone Exchange Service or Wireless Service to its end user customer(s). The Switching Element will be provisioned with a Port Element, which provides line side access to the Switching Element.

**1.67A** "Tariff" means any applicable federal or state tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement.

**1.68** "Technically Feasible Point" is As Described in the Act.

**1.69** "Telecommunications" is As Defined in the Act.

**1.70** "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

**1.71** "Telecommunications Carrier" is As Defined in the Act.

**1.72** "Telecommunications Service" is As Defined in the Act.

**1.73** "Telephone Exchange Service," sometimes also referred to as "Exchange

Service," is As Defined in the Act. Telephone Exchange Service generally provides the Customer with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and enables such Customer to place or receive calls to all other stations on the public switched telecommunications network.

**1.74** "Toll Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that Party's network and is not Local Traffic or Ancillary Traffic. InterMTA Traffic is Toll Traffic.

**1.75** "Transit Traffic" means any traffic that originates from or terminates at one Party's network, "transits" the other Party's network substantially unchanged, and terminates to or originates from a third carrier's network, as the case may be. "Transit Traffic Service" provides each Party with the ability to use its connection to the other Party's network for the delivery of calls which originate or terminate with it and terminate to or originate from a third carrier. In these cases, neither the originating nor terminating Customer is a Customer of the Transit Traffic Service provider. "Transit Traffic" and "Transit Traffic Service" do not include or apply to traffic that is subject to an effective Meet-Point Billing arrangement.

**1.76** "Trunk Side" means a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity (e.g. another carrier's network). Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities.

**1.76A** "Type 1 Trunk Side Connection with Line Side Treatment Facility" or "Type 1 Trunks" otherwise referred to as "End Office Interconnection" means the physical Connecting Circuits that interconnect PageNet's IP and a BA End Office Switch, for the transmission and routing of traffic between the Parties including, but not limited to, local, intraMTA, interMTA, intraLATA and interLATA untranslated 800/888 traffic, Operator Service traffic, Directory Assistance traffic, and 900, 976, 700, 500 and 911 traffic.

**1.77** "Type 2A Trunks" or "Tandem Interconnection" means the physical Connecting Circuits that interconnect PageNet's IP and a BA Access Tandem Switch.

**1.77A** "Type 2B Trunks" means the physical Connecting Circuits that interconnect PageNet's IP and a BA End Office Switch. Through this interface PageNet can establish connections only to those telephone numbers served by that End Office Switch.

**1.77B** "Type S Interconnection Service" is a CCS network interconnection facility between one Party's STP and the other Party's signaling point of interface on which SS7 protocol is used to transport SS7 ISUP and SS7 TCAP messages.

**1.78** "Unbundled Local Loop Element" or "ULL" means a transmission path that extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in the Customer's serving End Office to the Rate Demarcation Point (or network interface device (NID) if installed) in or at a Customer's premises. The actual loop transmission facilities used to provide an ULL may utilize any of several technologies.

**1.79** "Verification with Call Interruption" or "VCI" means a service that may be requested and provided when Line Status Verification has determined that a line is busy due to an ongoing call. VCI is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party.

**1.80** "Voice Grade" means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital voice grade service (a 56/64 kbps channel), the terms "DS-0" or "sub-DS-1" may also be used.

**1.81** "Wire Center" means a building or portion thereof in which a Party has the exclusive right of occupancy and which serves as a Routing Point for the exchange of traffic.

**1.82** "Wireless Services" means NCMRS Services offered by PageNet and services that are ancillary thereto, including but not limited to call forwarding.

## **2.0 INTERPRETATION AND CONSTRUCTION**

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**2.1** All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including BA or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, or rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

**2.2** Subject to the terms set forth in Section 15, each Party hereby incorporates by reference those provisions of its Tariffs, if any, that govern the provision of any of the services or facilities provided hereunder. If any provision of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree to negotiate in good faith to reconcile and resolve such conflict. If any provision contained in this main body of the



Agreement and any Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2.

### **3.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)**

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 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

The types of Traffic to be exchanged under this Agreement shall be Local Traffic, IntraLATA Toll (and InterLATA Toll, as applicable) Traffic, Transit Traffic, and Ancillary Traffic.

### **3.1 Scope**

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3.1.1 Section 3 describes the architecture for Interconnection of the Parties' facilities and equipment over which the Parties may configure the following separate and distinct trunk groups:

Type 1 Trunk Side Connection with Line Side Treatment Facilities for the transmission and routing of traffic between the parties including, but not limited to, Local Traffic, Transit Traffic, IntraLATA and InterLATA untranslated 800/888 traffic, Operator Service traffic, Directory Assistance traffic, and 900, 976, 700, 500 and 911 via a BA End Office Switch; and

Type 2A Trunks for the transmission and routing of traffic between the Parties including, but not limited to, Local Traffic, Transit Traffic, untranslated IntraLATA and InterLATA 800/888 traffic (when technically feasible), IntraLATA Toll Traffic, and, where agreed to between the Parties and as set forth in subsection 3.2.8 below, InterLATA and IntraLATA Toll Traffic between their respective Customers via a BA Access Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Section 4 below; and

In those states where offered, Type 2B Trunks for the transmission and routing of Local Traffic, IntraLATA Toll Traffic, and, where agreed to between the Parties and as set forth in subsection 3.2.8 below, InterLATA and IntraLATA Toll Traffic between their respective Customers via a BA End office Switch, pursuant to Section 251 (c)(2) of the Act, in accordance with Section 4 below; and

Access Toll Connecting Trunks for the transmission and routing of traffic, including untranslated InterLATA 800/888 traffic (when technically feasible) between PageNet's Customers and purchasers of BA's Switched Exchange Access Service via a BA Access Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Section 5 below; and

911/E911 Trunks for the transmission and routing of terminating E911/911 traffic, in accordance with Section 6 below; and

Directory Assistance Trunks for the transmission and routing of directory assistance traffic, in accordance with Section 14 below.

3.1.2 The arrangements provided in subsection 3.2 of this Agreement shall provide the Parties with Interconnection to each other's networks at any technically feasible point. For the purposes of this Agreement, the Parties agree that Interconnection for the reciprocal transport and termination of traffic may take place, in the case of BA, at a terminating End Office, an Access Tandem, and/or other points as specified herein, and in the case of PageNet at a (a) NCMRS Mobile Switching Center, (b) the non-collocated premises of an interexchange carrier, (c) the premises of a CLEC (whether or not collocated with Bell Atlantic), or (d) at an IP as specified herein (collectively, the "Interconnection Points" or "IPs"). For purposes of interconnection to an IP designated pursuant to (b) or (c), PageNet may request that Bell Atlantic deliver the traffic to a collocation space of a designated third party carrier or the Bell Atlantic end of an IXC Channel Facilities Arrangement and Bell Atlantic shall deliver such traffic at the DS0, DS1, DS3 or equivalent level, as requested by PageNet.

3.1.3 The Parties shall establish physical interconnection points at each other's available IPs. The mutually agreed-upon IPs on the PageNet network at which PageNet will provide for reciprocal transport and termination of traffic shall be designated as the PageNet Interconnection Points ("PageNet-IPs"); the mutually agreed-upon IPs on the BA network shall be designated as the BA Interconnection Points ("BA-IPs"). When both the Parties agree, two-way Interconnection trunks may be used (it being understood that neither Party shall be obligated to use two-way trunks). PageNet shall not be required to deliver traffic to a particular BA tandem until the level of PageNet-originated traffic to that tandem or its subtending end offices exceeds the equivalent of six (6) DS0s.

3.1.4 The Parties are presently interconnected at numerous points in each LATA throughout the Bell Atlantic serving area. Each Party has provided the other with interconnection at various reasonable points on its network in each LATA or tandem serving area and nothing in this Agreement is intended to require either Party to provide additional or different points of interconnection without its consent. Having reviewed one another's network configurations, the Parties agree that their present network design and resulting interconnection

arrangements, taken as a whole and on balance, impose a reasonable allocation of transport and switching costs upon each Party and therefore constitute one form of “Efficient Interconnection”. The Parties also agree that they will work together cooperatively to ensure that Efficient Interconnection is retained during the term of this Agreement as the Parties modify, enhance or consolidate their networks. The Parties acknowledge that the rate at which each is entitled to be paid Reciprocal Compensation pursuant to Section 4.6, is a product, in part, of the fact that each has provided and will continue to provide Efficient Interconnection, and the Parties agree that the reciprocal compensation rate will be renegotiated lower if PageNet ceases to provide Efficient Interconnection for traffic between PageNet and Bell Atlantic. The Parties also acknowledge that the Reciprocal Compensation rate to be paid to PageNet will be renegotiated higher if Bell Atlantic ceases to provide Efficient Interconnection for traffic between PageNet and Bell Atlantic.

### **3.2 Physical Architecture**

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3.2.1 In each LATA, the Parties shall utilize the PageNet-IP(s) and BA-IP(s) as the points from which each Party will provide the transport and termination of traffic.

3.2.2 PageNet and Bell Atlantic agree to specify any of the following methods for interconnection at any of the BA’s and PageNet’s-IPs, respectively:

- (a) A Connecting Circuit (priced as an entrance facility or channel termination, where appropriate), transport (where applicable) and any necessary multiplexing where such facility extends between BA’s network and PageNet’s network. The costs for these items shall be allocated between PageNet and Bell Atlantic, based on proportionate use of same.
- (b) At PageNet’s option, in lieu of a Connecting Circuit provided under (a), PageNet may designate a Channel Facilities Arrangement for the exchange of traffic. Under this arrangement, the carrier delivering the traffic shall multiplex the traffic to the level required for termination in the CFA, *e.g.* from DS-0 to DS-1 or from DS-1 to DS-3, or vice versa.

3.2.3 Under any of the architectures described in this subsection 3.2, either Party may utilize the Traffic Exchange Trunks for the termination of InterLATA Toll Traffic in accordance with the terms contained in Section 4 below and pursuant to the other Party's Switched Exchange Access Service tariffs or rate schedules. The other Party's Switched Exchange Access Service rates shall apply to such Traffic.

### **3.3 Interconnection in Additional LATAs**

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3.3.1 If PageNet requires Interconnection with BA in any LATA in which it is not interconnected with BA as of the Effective Date and in which BA provides telecommunications services, PageNet shall provide written notice to BA of the need to establish Interconnection in such LATA pursuant to this Agreement.

3.3.2 The notice provided in subsection 3.3.1 shall include (i) the initial Routing Point PageNet has designated in the new LATA; (ii) PageNet's requested Interconnection Activation Date (and related milestone dates); (iii) MTA; and (iv) a non-binding forecast of PageNet's trunking requirements.

3.3.3 Unless otherwise agreed to by the Parties, the Parties shall designate the Wire Center PageNet has identified as its initial Routing Point in the LATA as the PageNet-IP in that LATA and shall designate a mutually agreed BA Local Serving Wire Center that may house an Access Tandem Office within the LATA nearest to the PageNet-IP (as measured in airline miles utilizing the V&H coordinates method) as the BA-IP in that LATA.

3.3.4 Unless agreed by the Parties, the Interconnection Activation Date in a new LATA shall not be earlier than forty-five (45) days after receipt by BA of all complete and accurate trunk orders and routing information. Within ten (10) business days of BA's receipt of PageNet's notice, BA and PageNet may confirm the BA-IP, the PageNet-IP and the Interconnection Activation Date for the new LATA in writing.

**3.4 Type S Interconnection**3.4 Type S Interconnection 3.4 Type S  
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If applicable, interconnection specifications for the Parties' Type S Service arrangements are described in Schedule 3.4.

**3.5 Non Standard Requests**3.5 Non Standard Requests 3.5 Non Standard  
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Specific requests for fiber, microwave, alternate routing, redundant facilities and other non-standard facilities or services not covered under Section 3.1.4, or otherwise set forth in this Agreement may be accommodated by BA on a Special Construction or Individual Case Basis pursuant to BA's Tariffs.

**4.0 TRANSMISSION AND ROUTING OF COMMERCIAL MOBILE RADIO**

## **SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)**

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TRANSMISSION AND ROUTING OF COMMERCIAL MOBILE RADIO SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

**4.1 Scope of Traffic** 4.1 Scope of Traffic 4.1 Scope of Traffic 4.1 Scope of Traffic 4.1 Scope of Traffic 4.1 Scope of Traffic

Section 4 prescribes parameters for trunk groups to be effected over the Interconnections specified in Section 3.0 for the transmission and routing of Local Traffic, untranslated IntraLATA and InterLATA 800/888 traffic (when technically feasible), InterLATA Toll Traffic (to the extent applicable), and IntraLATA Toll Traffic between the Parties' respective Customers.

## **4.2 Trunk Group Connections and Ordering**

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4.2.1 The design, installation, operation and maintenance of all circuits, equipment and other facilities of the Parties which are used in handling interchanged traffic under this Agreement shall generally be governed in accordance with prescribed standards, currently as issued by Bellcore, in effect on the commencement date of this Agreement. Applicable technical references include the following:

GR-145-CORE	(Compatibility Information)
TR-EOP-000352	(Cellular Mobile Transmission Plans), and
TR-NPL-000275	(Notes on the BOC IntraLATA Networks)

4.2.2 In the event that, subsequent to the commencement date of the Agreement, these technical references, or any portion thereof, are rescinded, deleted, amended, modified or supplemented, or new or revised technical specifications are issued by Bellcore or any other industry standards-setting body relating to the network specifications provided for herein, then these amended or new or revised technical specifications shall become applicable for the purpose of this Agreement following review and written concurrence by both Parties.

## **4.3 Additional Switching System Hierarchy and Trunking Requirements**

#### 4.3 Additional Switching System Hierarchy and Trunking Requirements

4.3.1 For purposes of routing PageNet traffic to BA, the subtending arrangements between BA Access Tandem Switches and BA End Office Switches shall be the same as the Access Tandem/End Office subtending arrangements BA maintains for the routing of its own or other carriers' traffic. For purposes of routing BA traffic to PageNet, the subtending arrangements between PageNet Access Tandem Switches (or functional equivalent) and PageNet End Office Switches (or functional equivalent) shall be the same as the Access Tandem/End Office subtending arrangements (or functional equivalent) which PageNet maintains for the routing of its own or other carriers' traffic.

#### 4.4 Signaling

Upon request, and to the extent technically feasible, each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in Section 13 below.

#### 4.5 Measurement and Billing

##### 4.5 Measurement and Billing

4.5.1 If the originating Party chooses to combine InterMTA and IntraMTA Traffic on the same trunk group, the Parties will work together to develop a mutually acceptable NCMRS Local Usage Percentage ("NCLUP") factor. The originating Party will supply an auditable NCLUP report quarterly, based on the previous three months' InterMTA and IntraMTA Traffic, and applicable to the following three months. The Parties will also work together to develop an auditable report based on available data for the same period which shows the ratio of IntraMTA Traffic to traffic originated on the networks of other carriers in an MTA and terminated on either Party's network in the same MTA. If the originating Party also chooses to combine Interstate and Intrastate Toll Traffic on the same group, that Party will also supply an auditable "Percent Interstate Use" ("PIU") report quarterly, based on the previous three months' terminating traffic, and applicable to the following three months. In lieu of the foregoing NCLUP and/or PIU reports, the Parties may agree to provide and accept reasonable surrogate billing measures, including those contained in Section 4.5.2.

4.5.2 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. Except as set forth in subsection 4.6, all billing shall be aggregated within the categories of IntraMTA Traffic and InterMTA Traffic (including

both interstate and intrastate InterMTA Traffic), and then rounded up to the next whole minute for PageNet-terminated traffic. If PageNet is unable to measure billing minutes for purposes of subsections 4.5 and 4.6, then PageNet shall report the number of calls from BA's network that it terminates. It shall be assumed that each such call is twenty (20) seconds in length during the first year of this Agreement. Thereafter, Bell Atlantic reserves the right to pay compensation and PageNet reserves the right to receive compensation based on a study of actual call holding time for PageNet-terminated traffic. At any time after September 1, 1999, either Party may request such a study, the methodology for which shall be mutually agreed to between the Parties, and the call length resulting from such study shall be used to determine the number of minutes for purposes of reciprocal compensation during the remainder of the initial term of this Agreement and thereafter until a subsequent study is conducted. If this Agreement continues in effect past the initial term, either Party may request such a study no more frequently than once per calendar year.

4.5.3 Bell Atlantic and PageNet agree that they will mutually design and implement a study of actual traffic, based on traffic samples, for purposes of determining the appropriate percentage of the recurring and non-recurring cost of facilities that should be borne by each Party. Such study shall determine the NCLUP and the percentage of Transit Traffic and should be completed within ninety (90) days of the Effective Date. PageNet shall pay fifteen percent (15%) of the facilities' costs from the Effective Date until ninety (90) days thereafter, and pay ten percent (10%) of the facilities' costs from the ninety-first (91) day until a percentage based on the results of the study can be implemented and billed to PageNet on a prospective basis.

4.5.4 For purposes of determining origination or termination points of a call originated from or terminated to a PageNet Customer, the Parties agree to use a mutually agreeable surrogate based on the frequencies utilized by PageNet, the geographic coverage areas, the Parties' business judgment, and other relevant data. For purposes of determining call origination or termination points of a call originated from or terminated by a Bell Atlantic Customer, the location associated with the NPA-XXX of the Bell Atlantic Customer shall be used. In addition, where two-way trunks are used but that fact is not taken into account in actual measurement, PageNet shall pay for the proportion of the facility which is used for PageNet originated traffic.

4.5.5 With respect to IntraMTA Traffic originating in one state and terminating outside such state, the rates applicable to such traffic shall be the rates applicable in the state in which the traffic terminates.

#### **4.6 Reciprocal Compensation Arrangements -- Section 251(b)(5) 4.6**

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251(b)(5)4.6 Reciprocal Compensation Arrangements – Section 251(b)(5)4.6 Reciprocal Compensation Arrangements – Section 251(b)(5)

Reciprocal Compensation arrangements address the transport and termination of Local Traffic. Compensation for the transport and termination of traffic not specifically addressed in this subsection 4.6 shall be as provided elsewhere in this Agreement, or if not so provided, as required by the Tariffs or contracts of the Party transporting and/or terminating the traffic. BA's delivery of Traffic to PageNet that originated with a third carrier is addressed in Section 6. Where PageNet delivers Traffic that originated with a third carrier to BA, except as may be set forth herein or subsequently agreed to by the Parties, Page Net shall pay BA the same amount that such third carrier would have paid BA for termination of that Traffic at the location the Traffic is delivered to BA by PageNet. Nothing in this Section or Section 6.1 below shall entitle or obligate either Party to receive, offer or provide INP services to the other Party except as otherwise provided in this Agreement.

4.6.1 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs or agreements.

4.6.2 BA shall initially compensate PageNet for the transport and termination of Local Traffic at the rate of \$.002 per minute of use. PageNet shall compensate BA for the transport and termination of Local Traffic at the rates provided in Exhibit A, as amended from time to time, or, if not set forth therein, in the applicable Tariff(s) of BA, as the case may be. These rates are to be applied at the PageNet-IP for traffic delivered by BA to PageNet, and at the BA-IP for traffic delivered by PageNet to BA. No additional charges, including port or transport charges, shall apply for the termination of Local Traffic delivered to the BA-IP or PageNet-IP, except as set forth in Exhibit A or otherwise agreed to by the Parties. When Local Traffic is terminated over the same trunks as Toll Traffic, any port, transport or other applicable access charges related to the Toll Traffic shall be prorated to be applied only to the Toll Traffic.

4.6.3 BA shall pay compensation for the transport and termination of Local Traffic at the rate set forth in subsection 4.6.2 until the earliest of : (1) the date which is six months from the Effective Date, (2) the date on which the FCC or Commission approves interim or permanent compensation rates for PageNet based on a study of PageNet's forward-looking costs of transport and termination, (3) the date on which the Parties agree to a different rate than that set forth in subsection 4.6.2 based on BA's review and acceptance of a study of PageNet's forward-looking costs of transport and termination, or (4) the effective date of any mandatory compensation rate established by the FCC or the Commission for transport and termination of Local Traffic by paging carriers. In the absence of (2), (3) or (4) above, BA may elect, but is not obligated, to continue to pay compensation at the rate set forth in subsection 4.6.2 after the date which is six months from the Effective Date. Once (2), (3) or (4) occurs, then BA shall pay compensation at the new rate on a going-forward basis.



4.6.4 Any study on which PageNet relies to establish a compensation rate under subsections 4.6.3 (2) or (3) above shall use a forward looking cost methodology that, to the extent consistent with Section 252(d)(2) of the Act, is specific to PageNet's network. PageNet may not rely on industry average cost studies or on other published cost studies that analyze the networks of other paging carriers, unless PageNet demonstrates that the architecture of the network analyzed in such study is substantially identical to that of PageNet's network.

4.6.5 Parties acknowledge (a) that this Agreement is an integral part of an overall economic solution to their need to interconnect their networks throughout the BA states, (b) that any rates for the transport and termination of Local Traffic agreed to by the Parties pursuant to subsection 4.6.3 (3) may vary from state to state, (c) that the architecture of PageNet's network is substantially the same in each state, and (d) that therefore any rate agreed to by the Parties as the compensation rate for PageNet in a particular state does not necessarily reflect PageNet's cost of transporting and terminating Local Traffic on its network in that state.

4.6.6 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state Tariffs or third-party contracts, as the case may be.

4.6.7 Each Party reserves the right to annually measure and audit all Traffic to ensure that proper rates are being applied appropriately. Each Party agrees to provide the necessary Traffic data or permit, if in a non-disruptive manner, the other Party's recording equipment to be installed for sampling purposes in conjunction with any such audit.

## **5.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)**

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### **5.1 Scope of Traffic**

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Section 5 prescribes parameters for certain trunks to be established over the Interconnections specified in Section 3 for the transmission and routing of traffic between

PageNet's Customers and Interexchange Carriers ("Access Toll Connecting Trunks"). This includes casually-dialed (10XXX and 101XXXX) traffic.

## **5.2 Trunk Group Architecture and Traffic Routing**

5.2 Trunk Group Architecture and Traffic Routing5.2 Trunk Group Architecture and Traffic Routing5.2 Trunk Group Architecture and Traffic Routing5.2 Trunk Group Architecture and Traffic Routing5.2 Trunk Group Architecture and Traffic Routing

5.2.1 PageNet may establish Access Toll Connecting Trunks by which it will provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from PageNet's Customers.

5.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow PageNet's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a BA Access Tandem.

5.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting a Central Office Switch PageNet utilizes to provide Commercial Mobile Radio Service in a given LATA to an Access Tandem BA utilizes to provide Exchange Access in such LATA.

5.2.4 The Parties shall jointly determine which BA Access Tandem(s) will be subtended by each PageNet Central Office Switch. PageNet's Central Office Switch shall subtend the BA Access Tandem that would have served the same rate center on BA's network. Alternative configurations will be discussed as part of the Joint Process.

## **5.3 Meet-Point Billing Arrangements**

5.3 Meet-Point Billing Arrangements5.3 Meet-Point Billing Arrangements5.3 Meet-Point Billing Arrangements5.3 Meet-Point Billing Arrangements5.3 Meet-Point Billing Arrangements

5.3.1 When appropriate, PageNet and BA will establish Meet-Point Billing arrangements in order to provide a common transport option to Switched Access Services Customers via an Access Tandem Switch in accordance with BA's FCC Tariff Number 1, Section 2. The arrangements described in this Section 5 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates on a Telephone Exchange Service and/or Wireless Service that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by BA.

5.3.2 Interconnection for the MPB arrangement shall occur at the BA-IP in the LATA, unless otherwise agreed to by the Parties.

5.3.3 Each Party shall implement the "Multiple Bill/Multiple Tariff" option, and as appropriate, in order to bill an IXC for the portion of the jointly provided Telecommunications service provided by that Party.

5.3.4 BA shall provide PageNet with the switched access usage data on magnetic tape or via such other media as the Parties may agree to at intervals agreed to by the Parties and rates set forth in Exhibit A.

5.3.5. Each Party agrees to provide the other Party with notification of any errors it discovers on any tape within 30 days from date of receipt of such usage data. Charges for retransmission of usage data may apply. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

5.3.6 Nothing contained in this subsection 5.3 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party.

5.3.7 MPB will apply for all traffic bearing the 500, 900, Toll Free Service Access Code (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future.

## **6.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC**

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### **6.1 Transit Traffic Service**

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6.1.1 To the extent it does not have such arrangements in effect as of the Effective Date, PageNet shall exercise reasonable efforts to enter into a reciprocal local traffic exchange arrangement (either via written agreement, including but not limited to, an IntraLATA Telecommunications Services Settlement Agreement ("ITORP Agreement"), or mutual tariffs or otherwise) with any other wireless carrier, ITC, CLEC, or other LEC to which it sends, or from which it receives, Local Traffic that transits BA facilities. BA shall not be obligated to collect PageNet's termination charges from any other wireless carrier, ITC, CLEC, or other LEC with whom PageNet has not entered into a reciprocal local traffic exchange arrangement as provided above. If PageNet fails to enter into such an arrangement following the Effective Date and to provide written notification of such Agreement, including the relevant rates therein, to BA, but continues to utilize BA's Transit Traffic Service for the exchange of local traffic with such wireless carrier, ITC, CLEC, or other LEC, PageNet shall, in addition to paying the rate set forth in Exhibit A for said Transit Traffic Service, pay BA any charges or costs such terminating third party carrier imposes or levies on BA for the delivery or termination of such Traffic, including any switched access charges, plus all reasonable expenses incurred by BA in delivering or terminating such Traffic and/or resulting from PageNet's failure to secure said reciprocal local traffic exchange arrangement. BA will, upon request, provide PageNet with all reasonable cooperation and assistance in obtaining such arrangements. Notwithstanding the foregoing, PageNet will not be responsible for and shall not pay for Transit Traffic Service, or any other charges or expenses referred to in this paragraph, for any calls not originated on PageNet's network. The Parties agree to work cooperatively in appropriate industry fora to promote the adoption of reasonable industry guidelines relating to Transit Traffic.

6.1.2 BA expects that most networks involved in Transit Traffic will deliver each call to each involved network with CCS and the appropriate Transactional Capabilities Application Party ("TCAP") message to facilitate full interoperability of those services supported by BA and billing functions. When feasible, each Party shall follow the Exchange Message Record ("EMR") standard and exchange records between the Parties and with the terminating carrier to facilitate the billing process to the originating network.

6.1.3 Transit Traffic shall be routed over the trunks described in Section 3 above.

6.1.4 In lieu of reporting and identifying the actual amount of Transit Traffic, the Parties may agree to provide and accept reasonable surrogate billing measures including (but not limited to) adjustment of the factors in Section 4.5 above.

**6.2 911/E911 Arrangements**  
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6.2 911/E911 Arrangements  
6.2 911/E911 Arrangements  
6.2 911/E911 Arrangements

6.2.1 At PageNet's option, it may interconnect to the BA 911/E911 selective routers or 911 Tandem Offices, where available, which serve the LATAs within in an MTA in which PageNet provides service, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points ("PSAP"). To the extent that there are any proposed modifications or additions to existing 911/E911 arrangements, the Parties shall cooperate to establish such arrangements.

**7.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS**  
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7.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS

7.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office (NXX) Codes, regardless of whether to be used with end office or tandem interconnection, pursuant to the Central Office Code Assignment Guidelines, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes. Until such time as number administration is provided by a third party, BA, in its role as number administrator, shall provide PageNet access to telephone numbers by assigning NXX codes to PageNet in accordance with such Assignment Guidelines, on terms and conditions that are no less favorable than those provided by BA to itself, any of its Affiliates or any other Telecommunications Carrier.

7.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

**7.3** BA shall use industry standards for number assignment, which shall include but not be limited to assigning whole NPA-NXX codes or partial codes under End Office Interconnection, in each Rate Center PageNet uses unless the industry or FCC adopts alternative methods of utilizing NXXs in the manner adopted by the NANP.

**7.4** PageNet will also designate a Rating Point and a Routing Point for each assigned NXX code. PageNet shall designate one location for each Rate Center Area as the Routing Point for the NPA-NXXs associated with that Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Rate Center Areas may be different for each Party as permitted by the FCC or the Commission, as appropriate.

**7.5** PageNet shall furnish to BA its anticipated NXX Code requirements at least once per calendar year.

**7.6** Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain PageNet's choices regarding the size of the local calling area(s) that PageNet may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to, BA's local calling areas.

**7.7** BA shall not charge PageNet for either full or partial NXX Codes.

## **8.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES**

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**8.1** The Parties will work cooperatively to install and maintain a reliable network. PageNet and BA will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion.

**8.2** Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other or any third parties connected with the network of the other.

### **8.3 Test Lines**

PageNet shall assign three or seven digit test line numbers in accordance with BA's standard numbering arrangements. BA will provide PageNet with preferred number assignments for 100-type test lines (balance/quiet), 102-type test lines (kilowatt), and 105-type test lines (automatic transmission measuring).

### **8.4 Interference or Impairment**

If Party A reasonably determines that the characteristics and methods of operation used by Party B will or may interfere with or impair its provision of services, Party A shall have the right to discontinue Interconnection subject, however, to the following:

8.4.1 Party A shall have given Party B ten (10) days' prior written notice of interference or impairment or potential interference or impairment which specifies the time within which Party B is to correct the condition; and,

8.4.2 Party A shall have concurrently provided a copy of the notice provided to Party B under 8.4.1 above to the appropriate federal and/or state regulatory bodies.

8.4.3 Notice in accord with subsections 8.4.1 and 8.4.2 above shall not be required in emergencies and Party A may immediately discontinue Interconnection if reasonably necessary to meet its obligations. In such case, however, Party A shall use all reasonable means to notify Party B and the appropriate federal and/or state regulatory bodies.

8.4.4 Upon correction of the interference or impairment, Party A will promptly renew the Interconnection. During such period of discontinuance, there will be no compensation or credit allowance by Party A to Party B for interruptions.

### **8.5 Repeated or Willful Noncompliance**

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8.5 Repeated or Willful Noncompliance 8.5 Repeated or Willful Noncompliance

Each Party shall provide written notice to the other Party of that Party's repeated or willful violation of and/or a refusal to comply with this Agreement. If the Party receiving such notice has not cured the violation of or refuses to comply with the Agreement within thirty (30) days, the other Party may discontinue the Interconnection provided hereunder, on ten (10) additional days notice, provided that no such discontinuance shall be permitted if the Parties are pursuing

the resolution procedures set forth in Sections 23.8 or 23.9. The Party seeking to discontinue will notify the appropriate federal and/or state regulatory bodies concurrently with the notice to the other Party of the prospective discontinuance.

#### **8.6 Outage Repair Standard**

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In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by the providing Party to itself, to any Affiliate, or any other carrier whose network is connected to that of the providing Party. PageNet and BA may agree to modify those procedures from time to time based on their experience with outage repair standards.

#### **8.7 Notice of Changes -- Section 251(c)(5)**

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If a Party desires to make a change in its network which it believes will materially affect the interoperability of its network with the other Party's network, the Party proposing to make the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

### **9.0 JOINT GROOMING PROCESS; INSTALLATION, MAINTENANCE, TESTING AND REPAIR**

9.0 JOINT GROOMING PROCESS; INSTALLATION, MAINTENANCE, TESTING AND REPAIR9.0 JOINT GROOMING PROCESS; INSTALLATION, MAINTENANCE, TESTING AND REPAIR9.0 JOINT GROOMING PROCESS; INSTALLATION, MAINTENANCE, TESTING AND REPAIR9.0 JOINT GROOMING PROCESS; INSTALLATION, MAINTENANCE, TESTING AND REPAIR9.0 JOINT GROOMING PROCESS; INSTALLATION, MAINTENANCE, TESTING AND REPAIR

#### **9.1 Joint Network Reconfiguration and Grooming Process**

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Upon thirty (30) days written notice from either Party, PageNet and BA shall meet to



begin to develop a grooming process (the "Joint Process") which shall define in detail how to maintain Efficient Interconnection. The "Joint Process" shall also define how and when any existing trunks, which may need to be disconnected as a result of the establishment of the new routing arrangement, are to be treated. Each Party will waive the non-recurring charges associated with these changes that may apply to the other Party. Each Party shall be responsible for all other expenses it incurs in connection with this implementation.

## **9.2 Installation, Maintenance, Testing and Repair**

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The Parties shall initially engineer and install trunk groups with a design blocking objective of B.01 and shall monitor to that standard. BA's standard intervals for Feature Group D Switched Exchange Access Services will be used for Interconnection. To the extent applicable, PageNet shall meet the same intervals for comparable installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection or shall notify BA of its inability to do so and will negotiate such intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be no less favorable than those applicable to comparable arrangements, facilities, or services being provided by such Party to itself, its Affiliates or to any other carrier whose network is connected to that of the providing Party.

**9.3** The Parties agree that Interconnection trunks and trunk groups provided hereunder shall at all times have a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within BA's network, and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Trunks provided by either party, as well as trunks jointly provided, will be engineered using a design objective of B.01. The Parties will work cooperatively to assure B.01 design objective on two-way trunks.

**9.4** Upon thirty (30) days notice from either party, the Parties shall meet to define and detail:

- a) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of trunk groups, including but not limited to standards and procedures for notification and discovery of trunk disconnects;
- b) disaster recovery provision escalation; and
- c) other such matters as the Parties may agree.

## **10.0 FORECASTING REQUIREMENTS FOR TRUNK PROVISIONING**

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FORECASTING REQUIREMENTS FOR TRUNK PROVISIONING

**10.1** Within ninety (90) days of the Effective Date and at least once per calendar year thereafter, PageNet shall furnish to BA trunking forecast requirements for both inbound (from BA) and outbound (from PageNet) traffic. This forecast will provide the amount of traffic to be delivered to BA over each of the Traffic Exchange Trunk groups. All forecasts shall include to the extent applicable, Access Carrier Terminal Location (ACTL), traffic type (local/toll, operator services, 911, etc.) code (identifies trunk group), A location/Z location (CLLI codes for X-IPs and BA-IPs), interface type (e.g., DS-1), and trunks in service each year (cumulative).

**10.2** Because of BA's lack of familiarity with its customers' calling patterns as they pertain to paging traffic, BA may choose to rely on PageNet to provide its good faith trunk forecasts for both inbound and outbound traffic. BA will, as an initial matter, provide the number of trunks PageNet suggests. Upon the establishment of any new set of trunks, BA may monitor traffic for ninety (90) days, and will, as necessary at the end of that period, upon mutual agreement of the parties either augment trunks or disconnect trunks, based on the application of reasonable engineering criteria to the actual traffic volume experienced. If, after such 90-day period, BA has determined that the trunks are not warranted by actual traffic volumes, then, on ten (10) days written notice, BA may hold PageNet financially responsible for such trunks in excess of four DS1s retroactive to the start of the 90-day period until such time as they are justified by actual traffic volumes, based on the application of reasonable engineering criteria. To the extent that BA requires PageNet to install trunks for delivery of traffic to BA, PageNet may apply the same procedures with respect to BA's trunking requirements.

**11.0 UNBUNDLED ACCESS -- SECTION 251(c)(3)** 11.0 UNBUNDLED ACCESS --  
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To the extent required of BA by Section 251 of the Act, or the rules of the FCC or the Commission, BA shall offer to PageNet nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point. BA shall unbundle and separately price and offer Network Elements such that PageNet will be able to lease and interconnect to whichever of the Network Elements PageNet requires, and to combine the BA-provided elements with any facilities and services that PageNet may itself provide to the extent permitted by FCC and Commission rules.

**11.1 Availability of Network Elements on an Unbundled Basis**

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11.1.1 BA shall, upon request of PageNet, and to the extent technically feasible, provide to PageNet access to its Network Elements on an unbundled basis for the provision of PageNet's Telecommunications Service. Any request by PageNet for access to an BA Network Element that is not already available shall be treated as a Network Element Bona Fide Request. PageNet shall provide BA access to its Network Elements as mutually agreed by the Parties or as required by the Commission or FCC.

11.1.2 A Network Element obtained by PageNet from BA under this subsection 11.1 may be used in combination with the facilities of PageNet only to provide a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.

11.1.3 Notwithstanding anything to the contrary in this subsection 11.1, BA shall not be required to provide a proprietary Network Element to PageNet under this subsection 11.1 except as required by the Commission or FCC and any other Applicable Law.

**12.0 COLLOCATION -- SECTION 251(c)(6)**12.0 COLLOCATION -- SECTION  
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251(c)(6).

**12.1** BA shall offer Physical Collocation of equipment necessary for Interconnection (pursuant to Section 3) or for access to unbundled Network Elements (pursuant to Section 11.0), except that BA may offer only Virtual Collocation if BA demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. BA shall provide such Collocation solely for the purpose of Interconnection with facilities or services of BA or access to unbundled Network Elements of BA, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the Commission.

**12.2** For both Physical Collocation and Virtual Collocation, the Collocating Party shall purchase Cross Connection to services or facilities as described in applicable Tariffs.

**12.3** Collocation shall occur under the terms of each Party's applicable and available Tariffs. Collocation is offered for network Interconnection between the Parties. Unless otherwise agreed to by the Parties or either Party is required by applicable law to permit on its collocated premises, neither Party shall use a Collocation Arrangement to directly interconnect with a third party's equipment or facilities collocated at the same location.

**12A.0 NUMBER PORTABILITY**12A.0 NUMBER PORTABILITY 12A.0 NUMBER PORTABILITY 12A.0  
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Upon the agreement of the Parties or issuance of applicable FCC or state public utility commission order(s) or regulations mandating the adoption of a Number Portability arrangement by paging or narrowband PCS carriers, BA and PageNet will work together to implement the agreed-upon or mandated Number Portability arrangement in a commercially reasonable manner.

### **13.0 DATABASES AND SIGNALING**

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**13.1** Upon request, and to the extent offered by each Party, each Party shall provide the other Party with access to its databases and associated signaling necessary for call routing and completion by providing SS7 signaling utilizing Type S Interconnection, and Interconnection and access to 800/888 databases, LIDB, and any other necessary databases in accordance with existing Tariffs, existing or new schedules, and/or agreements with other unaffiliated carriers, as set forth in the Exhibit A. Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing Party had connected directly to the other Party's CCS network. In either case, PageNet shall comply with BA's SS7

certification process, which shall be administered in a non-discriminatory manner.

**13.2** The Parties may provide CCS Signaling to one another, where and as available, in conjunction with all Local Traffic, Toll Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks. All CCS Signaling parameters will be provided upon request (where available), including called party number, calling party number, originating line information, calling party category, and charge number. All privacy indicators will be honored. The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC codes. Where CCS Signaling is not available, in-band multi-frequency (“MF”) wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties’ respective switches. In such an arrangement, each Party will output the full ten-digit telephone number of the called party to the other Party.

**13.3** The following publications describe the practices, procedures and specifications generally utilized by BA for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

- (a) Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks - Signaling; and
- (b) Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA-905).

**13.4** Until STP pairs of each Party are interconnected, BA shall charge PageNet for Type S Interconnection in accordance with Exhibit A hereto and applicable Tariffs.

**13.5** When the STP pairs of each party are directly interconnected, each Party shall charge the other Party mutual and reciprocal rates for CCS Signaling as follows: BA shall charge PageNet in accordance with Exhibit A hereto and applicable Tariffs; PageNet shall charge BA rates equal to the rates BA charges PageNet unless PageNet’s Tariffs for CCS signaling provide for lower generally available rates, in which case PageNet shall charge BA such lower rates.

## **14.0 DIRECTORY SERVICES ARRANGEMENTS**

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BA will, upon request, provide the following directory services to PageNet in accordance with the terms set forth herein.

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14.1.2 Also upon request, BA will provide to PageNet operator services trunk groups, utilizing Feature Group D type signaling, with CPN when interconnecting to the BA operator services network.

14.1.4 At PageNet's request, BA will also include the PageNet Customer's primary listing in BA's directory assistance database on the same basis that BA's own Customers are included, as well as in any electronic directories in which BA's Customers are ordinarily included, for no charge other than the charges identified in subsection 14.1.3.

14.1.6 BA will accord PageNet's directory listing information the same level of confidentiality which BA accords its own directory listing information, and BA shall ensure that access to PageNet's directory listing information will be used solely for the purpose of providing directory service; provided, however, that BA may use or license information contained in its

directory listings for direct marketing purposes so long as the PageNet Customers are not separately identified as such; and provided further that PageNet may identify those of its Customers that request that their names not be sold for direct marketing purposes, and BA will honor such requests to the same extent as it does for its own Customers.

14.1.7 Both Parties shall use their best efforts to ensure the accurate listing of PageNet Customer listings. BA will also provide PageNet, upon request, a copy of the BA listings standards and specifications manual. In addition, BA will provide PageNet with a listing of Yellow Pages headings and directory close schedules on a ongoing basis.

14.1.8 PageNet will adhere to all practices, standards, and ethical requirements of BA with regard to listings, and, by providing BA with listing information, warrants to BA that PageNet has the right to place such listings on behalf of its Customers. PageNet agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person to be listed is authorized and has the right (i) to provide the product or service offered, and (ii) to use any personal or corporate name, trade name or language used in the listing. In addition, PageNet agrees to release, defend, hold harmless and indemnify BA from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made instituted, or asserted by any person arising out of BA's accurate listing of the listing information provided by PageNet hereunder.

14.1.9 BA's liability to PageNet in the event of a BA error in or omission of a listing shall not exceed the amount of charges actually paid by PageNet for such listing. In addition, PageNet agrees to take, with respect to its own Customers, all reasonable steps to ensure that its and BA's liability to PageNet's Customers in the event of a BA error in or omission of a listing shall be subject to the same limitations that BA's liability to its own Customers are subject to.

## **15.0 COORDINATION WITH TARIFF TERMS**

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**15.1** The Parties acknowledge that some of the services, facilities, and arrangements described herein are or will be available under and subject to the terms of the federal or state tariffs of the other Party applicable to such services, facilities, and arrangements. To the extent a Tariff of the providing Party applies to any service, facility, and arrangement described herein, the Parties agree as follows:

15.1.1 Those rates and charges set forth in Exhibit A for the services, facilities, and arrangements described herein that are designated with an asterisk shall remain fixed for the initial term of the Agreement as defined in 17.1 below, notwithstanding that such rates may be

different from those contained in an effective, pending, or which future Tariff of the providing Party (including any changes to such Tariff subsequent to the Effective Date). Those rates and charges for services, facilities, and arrangements that are not designated with an asterisk, and which reference or are identical to a rate contained in an existing Tariff of the providing Party, shall conform with those contained in the then-prevailing Tariff and vary in accordance with any changes that may be made to the Tariff rates and charges subsequent to the Effective Date. However, even the asterisked fixed rates and charges shall be changed to reflect any changes in the Tariff rates and charges they reference if the Parties agree to adopt the changed Tariff rates and charges.

15.1.2 As applied to unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, the rates and charges set forth in Exhibit A shall serve as interim rates until such time as they are replaced by permanent rates as may be approved by the Commission pursuant to FCC Regulations. At such time as such permanent rates have been approved by the Commission, the Parties shall develop and append to Exhibit A an Exhibit AA setting forth such permanent rates, which Exhibit AA the Parties shall update periodically as necessary.

**15.2** Except with respect to the rates and charges described in subsection 15.1 above, all other terms contained in an applicable Tariff of the providing Party shall apply in connection with its provision of the particular service, facility, and arrangement hereunder.

## **16.0 INSURANCE 16.0 INSURANCE 16.0 INSURANCE 16.0 INSURANCE 16.0 INSURANCE**

**16.1** Unless otherwise agreed, PageNet shall maintain, during the term of this Agreement, all insurance and/or bonds required by law and necessary to satisfy its obligations under this Agreement, including, without limitation, its obligations set forth in Section 20 hereof. At a minimum and without limiting the foregoing covenant, PageNet shall maintain the following insurance:

- (a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$1,000,000 combined single limit for each occurrence.
- (b) Automobile Liability, Comprehensive Form, with limits of at least \$500,000 combined single limit for each occurrence.



- (c) Excess Liability, in the umbrella form, with limits of at least \$5,000,000 combined single limit for each occurrence.
- (d) Worker's Compensation Insurance as required by law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

**16.2** PageNet shall name BA as an additional insured on the foregoing insurance. PageNet agrees that PageNet's insurer(s) and anyone claiming by, through, under or on behalf of PageNet, shall have no claim, right of action, or right of subrogation, against BA, BA's affiliated companies, or the directors, officers or employees of BA or BA's affiliated companies, based on any loss or liability insurable under the foregoing insurance.

**16.3** PageNet shall, within two (2) weeks of the date hereof and on a quarterly basis thereafter, furnish certificates or other adequate proof of the foregoing insurance. The certificates or other proof of the foregoing insurance shall be sent to: Bell Atlantic, Insurance Administration Group, 1320 N. Court House Road, 4th Floor, Arlington, Virginia, 22201. In addition, PageNet shall require its agents, representatives, or contractors, if any, that may enter upon the premises of BA or BA's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish BA certificates or other adequate proof of such insurance. Certificates furnished by PageNet or PageNet's agents, representatives, or contractors shall contain a clause stating: "Bell Atlantic - PageNet, Inc. shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

**16.4** In light of the current and long-standing relationship between the Parties, the Parties agree that PageNet may provide B/A a written summary of its insurance coverage with respect to each of the forms of coverage stated above, so long as the coverages are in accord with the minimums contained in 16.1.

## **17.0 TERM AND TERMINATION**

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**17.1** This Agreement shall be effective as of the Effective Date above and continue in effect until December 1, 2000 (the "Initial Term"), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing at least ninety (90) days advance written notice of termination to the other Party, provided, however, that the effective date of any such notification shall not be before December 1, 2000. In the event of such termination, those service arrangements made available under this Agreement and existing at the time of termination shall continue without interruption under (a) a new agreement executed by the Parties, (b) standard Interconnection terms and conditions approved and made generally effective by the Commission or the FCC, (c) Tariff

terms and conditions generally available to CMRS Providers and/or CLECs, or (d) if none of the above is available, under the terms of this Agreement on a month-to-month basis until such time as (a), (b), or (c) becomes available. Notwithstanding the preceding sentence, if PageNet requests negotiation of a new interconnection agreement by July 1, 2000 and the Parties are engaged in arbitration pursuant to Section 252 of the Act on January 1, 2001, then the terms and conditions of this Agreement shall continue in effect until the earlier of (a) the date a new agreement is executed by the Parties or (b) April 1, 2001.

**17.2** For service arrangements made available under this Agreement and existing at the time of termination, if the standard Interconnection terms and conditions or Tariff terms and conditions result in the non-terminating Party physically rearranging facilities or incurring programming expense, the non-terminating Party shall be entitled to recover such rearrangement or programming costs, from the terminating Party. By mutual agreement, the Parties may jointly petition the appropriate regulatory bodies for permission to have this Agreement supersede any future standardized agreements or rules as such regulators might adopt or approve.

**17.3** Except as provided in Section 23.8, hereunder, if either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement and services hereunder by written notice; provided the other Party has provided the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice at least twenty five (25) days prior to terminating service. Notice shall be posted by certified mail, return receipt requested. If the defaulting Party cures the default or violation within the twenty five (25) day period, the other Party will not terminate service or this Agreement but shall be entitled to recover all costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of service.

## **18.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

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DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

## **19.0 CANCELLATION CHARGES**

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Except as provided in this Agreement or as otherwise provided in any applicable Tariff, no cancellation charges shall apply.

## **20.0 INDEMNIFICATION**

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**20.1** Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), to the extent, and upon the same terms and conditions, set forth in the Parties Interconnection Agreement for the State of Virginia.

## **21.0 LIMITATION OF LIABILITY**

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**21.1** Except as may be provided pursuant to Section 21A below, the liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable Tariff(s) of the providing Party. In the event no Tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects.

**21.2** Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 20.

**21.3** The Parties agree that neither Party shall be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the Customers of the Party purchasing the service. In the event of a dispute involving both Parties with a Customer of one Party, both Parties shall assert the applicability of any limitations on liability to Customers that may be contained in either Party's applicable Tariff(s) or contract(s).

## **21A.0 PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES**

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### **21A.1 Performance Standards**

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#### **Performance Standards**

BA shall provide the Interconnection and unbundled Network Elements contemplated hereunder in accordance with the performance standards set forth in Section 251(c) of the Act and the FCC Regulations.

### **21A.2 Performance Reporting**

**21A.2 Performance Reporting** 21A.2 Performance Reporting 21A.2 Performance Reporting 21A.2 Performance Reporting 21A.2 Performance Reporting

21A.2.1 At such time as BA makes available the Performance Monitoring Reports described by the FCC Order in the Application of BELL ATLANTIC Corporation, Transferee, for Consent to Transfer Control of BELL ATLANTIC Corporation and its subsidiaries, NSD-L-96-10, Memorandum Opinion and Order (August 14, 1997) "the FCC Merger Order") to other Telecommunications Carriers purchasing Interconnection from BA, BA shall supply PageNet with the Performance Monitoring Reports applicable to PageNet in accordance with the requirements of said FCC Merger Order.

21A.2.2 PageNet agrees that the performance information included in these reports is confidential and proprietary to BA, and shall be used by PageNet solely for internal performance assessment purposes, for purposes of joint PageNet and BA assessments of service performance, and for reporting to the Commission, the FCC, or courts of competent jurisdiction, under cover of an agreed-upon protection order, for the sole purpose of enforcing BA's obligations hereunder. PageNet shall not otherwise disclose this information to third parties.

## **22.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL**

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22.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL  
22.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

**22.1** Each Party represents and warrants that it is now and will remain in compliance with all laws, regulations, and orders applicable to the performance of its obligations hereunder (collectively, "Applicable Laws"). Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

**22.2** The Parties understand and agree that this Agreement will be filed with the Commission and/or the FCC. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 and/or Section 332 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement, including, without limitation, the conformance of this Agreement to the FCC Regulations as provided in subsection 22.3 below.

**22.3** In the event that any one or more of the provisions contained herein is inconsistent with any such effective FCC Regulations, either party may request renegotiation of the term(s) that require modification as well as any of the terms that are reasonably affected thereby. If neither Party requests a renegotiation or if any Applicable Laws required modification of any non-material term(s), then the Parties agree to make only the minimum modifications necessary, and the remaining provisions of this Agreement shall remain in full force and effect. For purposes of this subsection 22.3 and without limitation to the material nature of any other modifications required by Applicable Laws, the Parties agree that any modification required by a change in Applicable Laws that affects either Party's receipt of reciprocal compensation for the transport and termination of Local Traffic, shall be deemed to be a modification of a material term that requires immediate good faith renegotiation between the Parties. Until such renegotiation results in a new agreement or an amendment to this Agreement between the Parties, the Parties agree that the Party whose receipt of reciprocal compensation is affected shall not be obligated to pay the other Party reciprocal compensation for the other Party's transport and termination of the same kind of Local Traffic delivered by the affected Party in excess of what the affected Party is permitted to receive and retain.

**22.4** In the event any Applicable Laws other than the effective FCC Regulations require modification of any material term(s) contained in this Agreement, either Party may require a renegotiation of the term(s) that require direct modification as well as of any term(s) that are reasonably affected thereby. If neither Party requests a renegotiation or if any Applicable Laws require modification of any non-material terms(s), then the Parties agree to make only the minimum modifications necessary, and the remaining provisions of this Agreement shall remain in full force and effect. For purposes of this subsection 22.4 and without limitation as to the material nature of any other modifications required by Applicable Laws, the Parties agree that any modification required by Applicable Laws that affects either Party's receipt of reciprocal compensation for the transport and termination of Local Traffic, shall be deemed to be a modification of a material term that requires immediate good faith renegotiation between the Parties. Until such renegotiation results in a new agreement or an amendment to this Agreement between the Parties, the Parties agree that the Party whose receipt of reciprocal compensation is affected shall not be obligated to pay the other Party reciprocal compensation for the other Party's transport and termination of the same kind of Local Traffic delivered by the affected Party in excess of what the affected Party is permitted to receive and retain.

## **23.0 MISCELLANEOUS**

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### **23.1 Authorization**

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23.1.1 BA is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of BA.

23.1.2 PageNet is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

### **23.2 Independent Contractor**

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Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

### **23.3 Force Majeure**

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Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

### **23.4 Confidentiality**

23.4 Confidentiality 23.4 Confidentiality 23.4 Confidentiality 23.4 Confidentiality

23.4.1 All information, including but not limited to specification, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

23.4.2 Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

23.4.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

- (a) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or
- (b) is or becomes publicly known through no wrongful act of the receiving Party; or
- (c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- (d) is independently developed by an employee, agent, or contractor of the receiving Party that is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or
- (e) is approved for release by written authorization of the disclosing Party; or
- (f) is required to be made public by the receiving Party pursuant to applicable law or regulation, provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

23.4.4 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes only.

23.4.5 Notwithstanding any other provision of this Agreement, the provisions of this subsection 23.4 shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

23.5	Choice of Law	Choice of Law	Choice of Law	Choice of Law
Choice of Law	Choice of Law	Choice of Law	Choice of Law	Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which this Agreement is to be performed, except for its conflicts of laws provisions. In addition, insofar as and to the extent federal law may apply, federal law will control.

## 23.6 Taxes



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23.6.1 In General

With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law (as defined in subsection 22.1) to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall properly bill the purchasing Party for such Tax, (ii) the purchasing Party shall timely remit such Tax to the providing Party and (iii) the providing Party shall timely remit such collected Tax to the applicable taxing authority.

23.6.2 Taxes Imposed on the Providing Party

With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, which Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (i) shall provide the providing Party with notice in writing in accordance with subsection 23.6.6 of this Agreement of its intent to pay the Receipts Tax and (ii) shall timely pay the Receipts Tax to the applicable tax authority.

23.6.3 Taxes Imposed on Customers

With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (i) shall be required to impose and/or collect such Tax from the Subscriber and (ii) shall timely remit such Tax to the applicable taxing authority.

23.6.4 Liability for Uncollected Tax, Interest and Penalty

If the providing Party has not received an exemption certificate and fails to collect any Tax as required by subsection 23.6.1, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by subsection 23.6.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed

thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by subsection 23.6.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by subsection 23.6.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by subsection 23.6.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

#### 23.6.5 Tax Exemptions and Exemption Certificates

If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in subsection 23.6.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Law which clearly allows such exemption and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

#### 23.6.6 Notices for Purposes of this Subsection 23.6

All notices, affidavits, exemption-certificates or other communications required or

permitted to be given by either Party to the other, for purposes of this subsection 23.6, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in subsection 23.10 as well as to the following:

To Bell Atlantic:      Tax Administration  
Bell Atlantic Corporation  
1095 Avenue of the Americas  
Room 3109  
New York, NY 10036

To PageNet:            Vice President and Treasurer  
Paging Network, Inc.  
14911 Quorum Drive  
Dallas, TX 75240

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this subsection 23.6. Any notice or other communication shall be deemed to be given when received.

### **23.7 Assignment**

23.7 Assignment23.7      Assignment23.7      Assignment23.7      Assignment23.7  
Assignment23.7      Assignment

Either Party may, with the other Party's prior written consent, assign this Agreement or any of its rights or obligations hereunder to a third party, including, without limitation its parent or other affiliate, which consent shall not be unreasonably withheld upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to provide satisfactory performance under this Agreement. Any assignment or delegation in violation of this subsection 23.7 shall be void and ineffective and constitute a default of this Agreement.

### **23.8 Billing and Payment; Disputed Amounts**

23.8 Billing and Payment; Disputed Amounts23.8      Billing and Payment; Disputed  
Amounts23.8 Billing and Payment; Disputed Amounts23.8      Billing and Payment;  
Disputed Amounts23.8      Billing and Payment; Disputed Amounts23.8      Billing and  
Payment; Disputed Amounts

23.8.1 Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services rendered hereunder. Payment of billed amounts under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, within thirty (30) days of the date of such statement.

23.8.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

23.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay (i) all undisputed amounts to the Billing Party when due and (ii), when the Disputed Amount cumulatively amounts to \$100,000 or more, 100% of the Disputed Amount into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

23.8.4 Either Party may request the other party to verify the accuracy of amounts shown on invoices provided pursuant to this Agreement. The Party receiving the request shall provide information reasonably sufficient to verify its invoices within thirty (30) days after the request date.

23.8.5 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within ninety (90) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

23.8.6 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to subsection 23.8.4, then either Party may file a complaint with the FCC or Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The FCC or Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.

23.8.7 The Parties agree that all negotiations pursuant to this subsection 23.8 shall remain confidential and shall be treated as compromise and settlement negotiations for

23.8.8 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance. For any dispute not subject to subsection 23.8, either Party may request in writing that each Party appoint and each shall appoint, within five (5) days after the date of the request, a knowledgeable, responsible representative to meet and negotiate in good faith for a period of thirty (30) days after the request to resolve any dispute under this Agreement. The parties intend that these negotiations be conducted primarily by non-lawyer business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Should such negotiations fail to resolve the dispute within such thirty-day period, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

23.10 Notices23.10 Notices23.10 Notices23.10 Notices23.10 Notices23.10 Notices

To PageNet:

with a copy to:

49

and

Judith St. Ledger-Roty, Esq.  
Kelley, Drye & Warren  
1200 19<sup>th</sup> Street, NW  
Suite 500  
Washington, DC 20036

To Bell Atlantic:

Bell Atlantic  
1095 Avenue of the Americas  
40<sup>th</sup> Floor  
New York, NY 10036  
Attn. President Telecom Industry Services  
Facsimile: 212-597-2585

with a copy to:

Bell Atlantic  
1095 Avenue of the Americas  
40<sup>th</sup> Floor  
New York, NY 10036  
Attn. General Counsel  
Fax 212-597-2560

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail, or (iv) on the date set forth on the confirmation in the case of telecopy.

### **23.11 Section 252(i) Obligations**

23.11 Section 252(i) Obligations23.11 Section 252(i) Obligations23.11 Section 252(i) Obligations23.11  
Section 252(i) Obligations23.11 Section 252(i) Obligations23.11 Section 252(i) Obligations23.11  
Section 252(i) Obligations

23.11.1 Upon request of PageNet and to the extent required under Applicable Law, BA shall make available without unreasonable delay to PageNet any individual interconnection, service or network element upon the same rates, terms and conditions as those contained in any agreement to which it is a party that is approved by the Commission or the FCC

pursuant to Section 252 of the Act (an "Approved Agreement"). Upon request of PageNet, BA will negotiate in good faith to make available any additional interconnection, service or network element not provided for in this Agreement upon the same rates, terms and conditions as those in any Approved Agreement, and will negotiate, in good faith, revisions to this Agreement, or enter into an additional agreement if PageNet adds or expands its service offering in a manner which may affect its interconnection needs. The Parties understand and agree that Approved Agreements on file with the Commission are available to the public pursuant to Section 251 of the Act.

23.11.2 To the extent the exercise of the foregoing options requires a rearrangement of facilities by the providing Party, the opting Party shall be liable for the non-recurring charges associated therewith.

23.11.3 The Party electing to exercise such option shall do so by delivering written notice to the first Party. Upon receipt of said notice by the first Party, the Parties shall amend this Agreement to provide the same rates, terms and conditions to the notifying Party for the remaining term of this Agreement; provided, however, that the Party exercising its option under this subsection 23.11 must continue to provide the same services or arrangements to the first Party as required by this Agreement, subject either to the rates, terms, and conditions applicable to the first Party in its agreement with the third party or to the rates, terms, and conditions of this Agreement, whichever is more favorable to the first Party in its sole determination.

### **23.12 Joint Work Product**

23.12 Joint Work Product23.12 Joint Work Product23.12 Joint Work Product23.12  
Joint Work Product23.12 Joint Work Product23.12 Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

### **23.13 No Third Party Beneficiaries; Disclaimer of Agency**

23.13 No Third Party Beneficiaries; Disclaimer of Agency23.13 No Third Party Beneficiaries; Disclaimer of Agency23.13 No Third Party Beneficiaries; Disclaimer of Agency23.13 No Third Party Beneficiaries; Disclaimer of Agency23.13 No Third Party Beneficiaries; Disclaimer of Agency

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly

provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

#### **23.14 No License**

23.14 No License 23.14 No License 23.14 No License 23.14 No License 23.14 No License  
No License 23.14 No License

23.14.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

23.14.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

23.14.3 Notwithstanding any other provision of this agreement, the parties agree that neither party has made, and that there does not exist, any warranty, expressed or implied, that the use by the parties of the other's facilities, arrangements, or services provided under this agreement shall not give rise to a claim by any third party of infringement, misuse, or misappropriation of any intellectual property right of such third party.

#### **23.15 Technology Upgrades**

23.15 Technology Upgrades 23.15 Technology Upgrades 23.15 Technology Upgrades 23.15 Technology Upgrades 23.15 Technology Upgrades  
Technology Upgrades 23.15 Technology Upgrades 23.15 Technology Upgrades

Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise, except that no such upgrade shall excuse such Party's performance under this Agreement except as may be identified in any associated network disclosure. Each Party shall provide the other written notice at least ninety (90) days prior to the incorporation of any such upgrades in its network that will materially affect the other Party's service. The Party receiving notice shall be solely responsible for the cost and effort of accommodating such changes in its own network.



### **23.16 Survival**

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The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

### **23.17 Entire Agreement**

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Entire Agreement23.17 Entire Agreement23.17 Entire Agreement

The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

### **23.18 Counterparts**

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Counterparts23.18. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

### **23.19 Modification, Amendment, Supplement, or Waiver**

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Supplement, or Waiver23.19 Modification, Amendment, Supplement, or Waiver23.19

Modification, Amendment, Supplement, or Waiver23.19 Modification, Amendment, Supplement, or Waiver23.19 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

### **23.20 Successors and Assigns**

23.20 Successors and Assigns23.20 Successors and Assigns23.20 Successors and Assigns23.20

Successors and Assigns23.20 Successors and Assigns23.20 Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

**23.21 Publicity**

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Neither Party shall use the name of the other Party in connection with this Agreement in a press release or statement without the prior consent of the other Party, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this \_\_th day of \_\_\_\_\_, 1998.

PAGING NETWORK OF MASSACHUSETTS,  
INC.

NEW ENGLAND TELEPHONE AND  
TELEGRAPH COMPANY D/B/A BELL  
ATLANTIC - RHODE ISLAND

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME

:

\_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **Schedule 3.4**

### **Type S Interconnection**

#### **1. DEFINITIONS:**

- a.) Integrated Services Digital Network User Part ("ISUP") provides for transfer of call set-up signaling information between signaling points.
- b.) Message Transfer Part ("MTP") provides functions for basic routing of signaling messages between signaling points.
- c.) Point Code ("PC") means a binary code which identifies a signaling point in a signaling network. The code is used either as a destination point code or as an originating point code.
- d.) Signal Transfer Point ("STP") means a specialized switch which provides SS7 network access and performs SS7 message routing and screening.
- e.) Signaling Connection Control Part ("SCCP") provides additional routing and management functions for transfer of messages other than call set-up between signaling points.
- f.) Signaling Point of Interface ("SPOI") means one Party's location in the same LATA as the other Party's STP where SS7 signaling information is exchanged between BA and PageNet.
- g.) Transactions Capabilities Application Party ("TCAP") Messages provides for transfer of non-circuit related information between signaling points.
- h.) Type S Interconnection Facility ("TSIF") means a dedicated SS7 signaling link connection between one Party's SPOI and an STP port of the other Party.
- i.) Type S Interconnection Service is a CCS network interconnection facility between BA and PageNet using SS7 protocol that consists of subprotocols MTP, SCCP, ISUP, and TCAP. The service provides the transport of SS7 ISUP and SS7 TCAP messages over a Type S Interconnection Facility, (i) between one Party's STP and the other Party's SPOI within the LATA, and (ii) between BA's STP and Interexchange Carriers.

## **2. AVAILABILITY OF SERVICE:**

Type S Interconnection Service is provided, upon request feasibly and as technically over a Type S Interconnection Facility from one Party's SPOI to the other Party's STP in LATAs within BA's territory where SS7 Interconnection is available.

## **3. TYPE S INTERCONNECTION FACILITIES:**

BA will provide PageNet, upon written request, those facilities and arrangements described herein, including Type S Interconnection Facilities, that are necessary to establish the physical connection of a communications path, which is separate from the message path, to allow the interchange of signaling information as provided for in this Schedule.

A Type S Interconnection Facility includes a dedicated 56 Kbps signaling connection between PageNet's SPOI and a port of BA's STP that serves the Tandem to which PageNet is interconnected within the same LATA. The exchange of signaling information may be between BA and PageNet, or between PageNet and a designated Interexchange Carrier or other Cellular Mobile Carrier via BA's STP(s).

PageNet agrees to send BA CPN associated with mobile-to-land calls when BA is providing this information to PageNet on land-to-mobile calls originating from BA's SS7 equipped end offices that are in the same LATA as PageNet's IP. BA and PageNet's agreement to reciprocally provide CPN shall apply only if it is consistent with state law, and if required, after obtaining any necessary regulatory approvals.

## **4. NETWORK SPECIFICATIONS:**

The specific protocol for CPN is contained in Bell Atlantic Supplement Common Channel Signaling (CCS) Network Interface Specification and Technical Reference TR-TSV-00905. BA will transmit a "privacy indicator" as part of the CPN information in those jurisdictions where end users may elect that their CPN information not be passed to the called party, and where an end user has taken the actions necessary to ensure that its CPN is not passed to the called party.

Particular Conditions of Section 12 of this Agreement shall apply and be supplemented with technical references TR-TSV-00905 Common Channel Signaling Network Interface Specification Supporting Network Interconnection, Message Transfer Part, and Integrated Services Digital Network User Part, and Bell Atlantic complementary BA-905 CCS/SS7 Cellular Interface Specifications, and TA-NWT-001434-CCS Network Interface Specification ("CNIS") supporting wireless services providers.

## **5. PROVISION OF FACILITIES:**

The timing of providing PageNet with SS7-ISUP interconnection shall be determined by adding PageNet's request to the schedule of SS7-ISUP interconnection requests that BA currently maintains for all carriers. PageNet shall be added to the existing schedule based on the date that BA receives PageNet's written request.

## **6. CHARGES FOR TYPE S INTERCONNECTION SERVICE:**

Each Party will pay to the Other Party the charges as set forth in Section 13 and Exhibit A of this Agreement. Each Party will provide reports of its interstate message signaling usage. If a Party fails to provide such reports, all of that Party's message signaling usage shall be treated as intrastate.

### TCAP Charges

A Point Code establishment or change charge is applicable, based on current Tariffed rates, for each PageNet designated originating or destination Point Code. Intrastate Point Codes shall be provided under and at rates specified in a special rate authorization letter.

PageNet will provide BA with each originating and destination Point Code to be used by BA for screening and routing all SS7 signaling messages associated with transport of SS7 signaling messages through BA's STP.

### Interexchange Carrier (IXC) Interchange of SS7 Messages

PageNet shall specify in writing to BA, the IXC to which InterLATA TCAP messages shall be sent. It will be PageNet's responsibility to ensure that the designated IXC(s) has SS7 facilities from BA's STP to the IXC(s) SPOI. For those facilities, charging will occur directly between BA and IXC.

## **7. PROPRIETARY INFORMATION:**

To protect the security of BA's network, Point Codes will be provided to PageNet pursuant to a non-disclosure agreement that contains terms specified by BA and that is signed only by PageNet.

## **8. PROVISION OF INFORMATION:**

PageNet and BA agree to keep adequate records of operations and transactions and to furnish to the other party such information as may be reasonably required for the administration of Type S Interconnection Service, including but not limited to, specific reports relating to the percentage of intrastate/interstate message signaling traffic interchanged and any other data needed to compute PageNet's charges.

Absent the willingness and ability to determine by direct measurement or any other means, the relative amounts of message signaling traffic distribution that PageNet carries each month, PageNet may provide estimates of the percentages of its message signaling traffic distribution based on data and measurements which are reasonably available to it. PageNet will provide a complete written explanation of said estimates and shall make available for inspection any studies, traffic measurements, or other data at its immediate disposal necessary to test the reasonableness of said estimates. Said percentages will be subject to review by BA as to reasonableness

## **SCHEDULE 5.3**

### **RATE ELEMENTS UNDER MEET POINT BILLING**

#### **Interstate Access - Terminating to or originating from PageNet Customers**

<b><u>Rate Element</u></b>	<b><u>Billing Company</u></b>
Carrier Common Line	PageNet
Local Switching	PageNet
Interconnection Charge	PageNet
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage ("BIP")
Tandem Switching	BA
Local Transport Termination/ Tandem Switched Transport Fixed	BA
Entrance Facility	BA
800 Database Query	BA

#### **Intrastate Access - Terminating to or originating from PageNet Customers**

<b><u>Rate Element</u></b>	<b><u>Billing Company</u></b>
Carrier Common Line	PageNet
Local Switching	PageNet
Interconnection Charge	PageNet
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage (BIP)
Tandem Switching	BA
Local Transport Termination/ Tandem Switched Transport Fixed	BA
Entrance Facility	BA
800 Database Query	BA

**NETWORK ELEMENT BONA FIDE REQUEST**

1. Each Party shall promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. October 19, 1992), Paragraph 259 and Footnote 603 or subsequent orders.

2. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element, the telecommunications service(s) to be provided by the requesting Party using the requested Network Element(s), the means of Interconnection, the number or volume requested, the locations, and the date(s) such Network Elements are desired. The requesting Party shall either make a binding commitment to order the Network Elements requested in the quantity and within the time frame requested or to pay the requested Party the costs of processing the Requests.

3. The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.

6. If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the requested Network Element upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

7. Unless the Parties otherwise agree, the requested Network Element must be priced in accordance with Section 252(d)(1) of the Act.

8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the requested Network Element, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will



include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

9. Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the requested Network Element pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

10. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

# Bell Atlantic – Rhode Island and PageNet PRICING SCHEDULE<sup>1</sup>

## **BA Services, Facilities, and Arrangements:**

### **I. Call Transport & Termination**

	BA Service	Non-recurring	Recurring
1.	Local Call Termination	<p>If less than 30% of the total Local Traffic exchanged between the Parties in a quarter is originated by PageNet, then the rate charged by BA for the next quarter shall be the approved rate PageNet is entitled to be paid under this contract during such quarter. If 30% or more of the Local Traffic exchanged between the Parties to a BA Tandem or End Office during a Quarter is originated by PageNet then the rate for the next quarter shall be:</p> <p>\$.008/mou (All)*    End Office Termination  \$.016/mou (Day)    Tandem Termination  \$.0014/mou (Eve.) Tandem Termination  \$.013/mou (Night) Tandem Termination  \$.015/mou (All)    Tandem Termination</p> <p>Either Time of Day Rates or the All Minutes Rates may be selected</p> <p>* Toll Charges will apply on Type 1 for call completion beyond the end office</p>	
2.	Access charges for termination of intrastate and interstate Toll Traffic	Per BA FCC No. 1 interstate, RIPUC No. 20 intrastate access and RIPUC No. 15 Local Exchange tariffs (charged in conjunction with Local Traffic, using CLUP and PIU factors, as appropriate)	

<sup>1</sup> Unless a citation is provided to a generally applicable BA tariff, all listed rates and services are available to PageNet only when purchasing these services for use in the provision of Narrowband Commercial Mobile Radio Service (NCMRS), as defined herein, and apply only to Local Traffic and Local Ancillary Traffic. BA rates and services for use by PageNet in the carriage of Toll Traffic shall be subject to BA's tariffs for Exchange Access Service.

All rates and/or rate structures set forth herein, that are marked with an asterisk ("\*"), as applied to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport of Local Traffic purchased for the provision of NCMRS Service or Exchange Access, shall be interim rates and/or rate structures. These interim rates and/or rate structures shall be replaced on a prospective basis by such permanent rates and/or rate structures (applicable to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access) as may be approved by the Commission and if appealed as may be ordered at the conclusion of such appeal. At such time as such permanent rates and/or rate structures have been approved by the Commission, the Parties shall append to this Exhibit an Exhibit AA, setting forth such rates and/or rate structures, which Exhibit AA the Parties shall update periodically as necessary.

3.	Entrance facilities, and transport, as appropriate, for Interconnection at BA End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per BA FCC No. 1 interstate and RIPUC No. 20 intrastate access tariffs for Feature Group D service.
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## **II. Intrastate Physical Collocation**

Pending approval of rates and/or rate structures filed for intrastate physical collocation, all intrastate physical collocation services shall be charged at rates found in Rhode Island RIPUC Tariff No. 20.

## **III. Reserved**

## **IV. Transit Service (For Traffic From PageNet to Other Carriers Through BA)**

### **A. Tandem Transit Service**

Rates: (Peak)# = \$0.008381\* per minute  
(Off-Peak)# = \$0.001563\* per minute

#Note: In addition a pass-through of other carrier's terminating charges shall apply.

### **B. Dedicated Transit Service**

	Monthly charges
(1) 1.544 Mbps Connection: 2(DS-1 SAC)#	\$ 5.08*
(2) 45 Mbps Connection: 2(DS-3 SAC)#	\$90.26*

#Rate = twice the applicable charge for the appropriate Service Access Charge ("SAC")

	Non-recurring charges
<u>Standard Interval</u>	
(3) Service Order Charge	\$24.53* (per order)
(4) Service Connection Charge	\$44.66* (per connection)
(5) Service Installation Charge	\$11.98* (per connection)
<u>Expedited Interval</u>	
(3) Service Order Charge	\$36.31* (per order)
(4) Service Connection Charge	\$59.66* (per connection)
(5) Service Installation Charge	\$15.88* (per connection)

## **V. Reserved**

## **VI. Unbundled Database Access**

### **A. 800/888 Database**

Reciprocal Compensation: 800 Database (refer to I above)  
(charged to originating Party).

800 Database query: \$0.001209\* per query

**B. LIDB**

LIDB Database query \$0.001514\* per query

**VII. Unbundled Local Loops**

**A. Monthly Recurring Charges**

(1) ULL facility: ULL type	Statewide
(per month)	
2-Wire Analog Voice Grade	\$21.69*
4-Wire Analog Voice Grade	\$21.69*
2-Wire ISDN Digital Grade	\$47.22*
4-Wire DS-1-Compatible Digital Grade	\$262.32*
2 Wire ADSL Loops	TBD
2 Wire & 4 Wire HDSL Loops	TBD
Distance Extensions for various ULL types for distances exceeding transmission characteristics in applicable technical references.	TBD

(2) Service Access Charge: ULL type	(per month)
Voice Grade/DS-0	\$0.40*
DS-1	\$2.54*

**B. Non-Recurring Charges**

(1) Service Order Charge (per order)						
	Standard Interval			Expedite		
ULL Type	1 ULL	2-9 ULL	10+ ULL	1 ULL	2-9 ULL	10+ ULL
2-Wire Analog Voice Grade	0*	\$10.55*	\$14.72*	0*	\$15.61*	\$21.78*
4-Wire Analog Voice Grade	0*	\$10.55*	\$14.72*	0*	\$15.61*	\$21.78*
2-Wire ISDN Digital Grade	\$6.32*	\$16.86*	\$21.02*	\$9.35*	\$24.96*	\$31.13*
4-Wire DS-1-Comp.Digital Gr.	\$66.87*	\$66.87*	\$66.87*	\$99.00*	\$99.00*	\$99.00*
2 Wire ADSL Loops	TBD	TBD	TBD	TBD	TBD	TBD
2 Wire & 4 Wire HDSL Loops	TBD	TBD	TBD	TBD	TBD	TBD

Distance Extensions for various ULL types for distances exceeding transmission characteristics in applicable technical references.	TBD	TBD	TBD	TBD	TBD	TBD
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(2) Service Connection Charge: (per loop)

ULL Type	Service Connection: Standard	Service Connection: CO Wiring
2-Wire Analog Voice Grade	\$46.74*	\$23.55*
4-Wire Analog Voice Grade	\$46.74*	\$23.55*
2-Wire ISDN Digital Grade	\$46.74*	\$23.55*
4-Wire DS-1-Comp.Digital Gr.	\$129.53*	\$48.38*
2 Wire ADSL Loops	TBD	TBD
2 Wire & 4 Wire HDSL Loops	TBD	TBD
Distance Extensions for various ULL types for distances exceeding transmission characteristics in applicable technical references.	TBD	TBD

(3) Installation Dispatch (per dispatch)

Installation Dispatch (per dispatch)				TC Not Ready
ULL Type	1 ULL	2-9 ULL	10+ ULL	(per occasion)
2-Wire Analog Voice Grade	\$45.88*	\$54.11*	\$61.03*	\$43.88*
4-Wire Analog Voice Grade	\$45.88*	\$54.11*	\$61.03*	\$43.88*
2-Wire ISDN Digital Grade	\$45.88*	\$54.11*	\$61.03*	\$43.88*
4-Wire DS-1-Comp.Digital Gr.	\$61.46*	\$61.46*	\$61.46*	\$43.88*
2 Wire ADSL Loops	TBD	TBD	TBD	TBD
2 Wire & 4 Wire HDSL Loops	TBD	TBD	TBD	TBD
Distance Extensions for various ULL types for distances exceeding transmission characteristics in applicable technical references.	TBD	TBD	TBD	TBD

(4) Manual Intervention Surcharge (where mechanized interface available but not used)

Standard Interval	Service Order (per order)			Svc Connection Chg (per ULL)		
ULL Type	1 ULL	2-9 ULL	10+ ULL	1 ULL	2-9 ULL	10+ ULL
2-Wire Analog Voice Grade	\$36.22*	\$70.91*	\$323.66*	\$12.12*	\$12.12*	\$12.12*
4-Wire Analog Voice Grade	\$36.22*	\$70.91*	\$323.66*	\$12.12*	\$12.12*	\$12.12*

2-Wire ISDN Digital Grade	\$36.22*	\$70.91*	\$323.66*	\$12.12*	\$12.12*	\$12.12*
4-Wire DS-1-Comp.Digital Gr.	\$7.14*	\$7.14*	\$7.14*	\$0.00	\$0.00*	\$0.00*
2 Wire ADSL Loops	TBD	TBD	TBD	TBD	TBD	TBD
2 Wire & 4 Wire HDSL Loops	TBD	TBD	TBD	TBD	TBD	TBD
Distance Extensions for various ULL types for distances exceeding transmission characteristics in applicable technical references.	TBD	TBD	TBD	TBD	TBD	TBD
<b>Expedited Interval</b>	<b>Service Order (per order)</b>			<b>Svc Connection Chg (per ULL)</b>		
<b>ULL Type</b>	<b>1 ULL</b>	<b>2-9 ULL</b>	<b>10+ ULL</b>	<b>1 ULL</b>	<b>2-9 ULL</b>	<b>10+ ULL</b>
2-Wire Analog Voice Grade	\$53.63*	\$104.98*	\$479.19*	\$12.12*	\$12.12*	\$12.12*
4-Wire Analog Voice Grade	\$53.63*	\$104.98*	\$479.19*	\$12.12*	\$12.12*	\$12.12*
2-Wire ISDN Digital Grade	\$53.63*	\$104.98*	\$479.19*	\$12.12*	\$12.12*	\$12.12*
4-Wire DS-1-Comp.Digital Gr.	\$10.56*	\$10.56*	\$10.56*	\$0.00	\$0.00*	\$0.00*
2 Wire ADSL Loops	TBD	TBD	TBD	TBD	TBD	TBD
2 Wire & 4 Wire HDSL Loops	TBD	TBD	TBD	TBD	TBD	TBD
Distance Extensions for various ULL types for distances exceeding transmission characteristics in applicable technical references.	TBD	TBD	TBD	TBD	TBD	TBD

**(5) Misdirected Trouble Dispatches (charge per occasion)**

- (a) Dispatch IN (to Central Office) \$ 80.41\*
- (b) Dispatch IN (EXPEDITE) \$107.77\*
- (c) Dispatch OUT (to Customer Premise) \$120.81\*
- (d) Dispatch OUT (EXPEDITE) \$162.41\*

**VIII. Unbundled IOF**

**A. Monthly Recurring Charges**

<b>(1) Dedicated Transport:</b>		
Facility (per month)	Interoffice Mileage FIXED	Interoffice Mileage/ MILE
DS-1	\$180.32*	\$0.89*
DS-3	\$1,404.11*	\$24.97*
OC-3	\$2,568.84*	\$74.91*
OC-12	\$6,377.45*	\$299.62*

(2) Service Access Charge: IOF	(per month)
DS-1	\$ 2.54*
DS-3	\$45.13*
OC-3	\$26.71*
OC-12	\$26.71*

(3) Unbundled Multiplexing		
DS-1 to DS-0 (1/0 Mux)	(per mux/per month)	\$279.99*
DS-3 to DS-1 (3/1 Mux)	(per mux/per month)	\$299.82*

## B. Non-Recurring Charges

Standard Interval	DS-1	DS-3	OC-3	OC-12
(1) Service Order (per order)	\$24.53*	\$24.53*	\$24.53*	\$24.53*
(2) Manual Intervention Surcharge (per order)	\$0.00*	\$0.00*	\$0.00*	\$0.00*
(3) ServiceConnection: Provisioning (per facility)	\$210.34*	\$210.34*	\$210.34*	\$240.99*
(4) Service Connection: Installation (per facility)	\$165.24*	\$365.44*	\$365.44*	\$458.36*
Expedited Interval	DS-1	DS-3	OC-3	OC-12
(1) Service Order (per order)	\$36.31*	\$36.31*	\$36.31*	\$36.31*
(2) Manual Intervention Surcharge (per order)	0*	0*	0*	0*
(3) ServiceConnection: Provisioning (per facility)	\$230.33*	\$230.33*	\$230.33*	\$264.57*
(4) Service Connection: Installation (per facility)	\$219.17*	\$484.70*	\$484.70*	\$607.95*

## IX. Unbundled Common Channel Signaling and Call-Related Database Access

Rates for all unbundled Common Channel Signaling and call-related database access are as set forth in BA's Rhode Island RIPUC No. 20 Tariff, as amended from time to time, subject to the provisions of Section 11 and Section 17.

## X. Operations Support Systems

A. Rates for access to, development, maintenance and use of Operations Support Systems, as related to the provision of unbundled Network Elements:

OSS for UNE Providers		
(1) Access to Electronic Interface	(per month)	\$4,993.00*
(2) Transaction Cost	(per transaction)	\$1.24*
(3) Customer Record Retrieval	(per view)	\$0.13*
(4) Record Change Charge	(per change)	\$11.15*
(5) Design Change Charge	(per change)	\$11.15*
(6) Customer Loop Information	(per loop)	\$9.12*
(7) Data entry search (15 minute period)	(per period)	\$11.15*
(8) Out of scope request	(per request)	ICB

B. Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of Resale:

OSS for Resellers		
(1) Recurring Establishment Charge	(per month)	\$2,606.00*
(2) Non-recurring establishment charge	(per transaction)	\$1.24*
(3) Electronic Interface Maintenance Chg	(per transaction)	\$0.40*
(4) Complex Order Charge	(per line)	\$16.27*
(5) Service Center Maintenance Charge	(resold line/month)	\$0.21*
(6) Customer Record Retrieval	(per view)	\$0.13*



## **XI. 911/E911 Interconnection**

Monthly Rate:

A. \$252.00\* per month for an unequipped DS1 Port and \$100\* per month per voice grade trunk activated and equipped on the DS1 port.

B. \$0.05\* per line per month for unbundled local Switching Element.

## **XII. Wholesale Discounts**

Wholesale discounts are as set forth in the RIPUC No. 22 Tariff, as amended from time to time.

Month- to- month discounts (per qualifying retail rate):

A. Where PageNet purchases BA-provided Operator Services

(1) Business 18.78%\*

(2) Residence 17.30%\*

B. Where PageNet does not purchase BA Operator Services

(1) Business 20.25%\*

(2) Residence 19.04%\*

## **XIII. A. Unbundled Directory Assistance Services**

(1) Directory Assistance

(Per Request)

Each Request for Information per one telephone number, with BA branding

\$0.388269\*

Each Request for Information per one telephone number, with CLEC branding

\$0.388269\*

Each Request for Information per one telephone number, without branding

\$0.319448\*

Branding surcharge per call (if applicable)

\$0.068821\*

(2) Directory Assistance Call Completion

DA Request + Call Completion (DACC) #	
Each Request for Information per one telephone number, with CLEC branding or with NYNEX branding plus call completion	\$0.663132*
Each Request for Information per one telephone number, without branding plus call completion	\$0.594311*
DACC Surcharge per call	\$0.274863*

#These rates are in addition to the applicable UTTC, TTSC & UNRCC or UCRCC charges.

(3) Direct Access to Directory Assistance (DADA)

Monthly Access Charge	\$4,000.00*
Each Search Request	\$0.0380*

(4) Bell Atlantic recording of PageNet Branding Announcement ICB\*

Rate

B. Inward Operator Services #

(1)	BLV (per work second)	\$0.026529*
(2)	BLV/I (per work second)	\$0.026529*
(3)	Branding surcharge per call (if applicable)	\$0.068821*

C. 0+/Mechanized Operator Calls #

(1)	Calling Card (per request)	\$0.246826*
(2)	Collect (per request)	\$0.216232*
(3)	Third Number (per request)	\$0.216232*
(4)	Branding surcharge per call (if applicable)	\$0.068821*

#These rates are in addition to the applicable UTTC, TTSC & UNRCC or UCRCC charges.

D. 0-Operator Handled Calls #

(1)	Per work second	\$0.014077*
(2)	Collect & Bill to Third Number (per request)	\$0.216232*
(3)	Branding surcharge per call (if applicable)	\$0.068821*

#These rates are in addition to the applicable UTTC, TTSC & UNRCC or UCRCC charges.

E. (Reserved for Future Use)

	<u>Recurring</u>	<u>Non-recurring</u>
F. TOPS Trunk Port (DS1 port)	\$400.08*	\$136.05*
Service Access Charge		
-Per TOPS Port (DS-1)	\$2.54*	N/A
G. IOF mileage for Dedicated Trunk	\$180.32*	
Transport		
Mileage charge, per mile per month	\$0.89*	

**XIV. Customer Usage Detail Charges**

Record Charges

• Per record processed (EMR format)	\$0.004103*
• Per record processed (Tandem Subtending Arrangement/EMR)	\$0.004103*
• Per record transmitted	\$0.000118*
• Per tape/cartridge	\$20.12*

**XV. Time and Materials Charges**

Labor Rate, Per Hour or Fraction thereof

• Service Representative - Regular	\$44.58*
• Service Representative - Expedited	\$66.00*
• Technician - Regular	\$43.28*
• Technician - Expedited	\$58.07*

## **XVI. Unbundled Local Switching**

### **A. Monthly Recurring Charges**

Dedicated Local Switch Ports	Statewide
(per month)	
(1) Local Switching Analog Port	\$5.56*
(2) Local Switching Digital Port	\$7.48*
(3) Local Switching ISDN-BRI Port	\$51.55*
(4) Local Switching ISDN-PRI Port	\$797.70*
(5) Local Switching Digital Trunk Port	\$14.33*

Local Switching Port Additives (Features)	Statewide
(per month)	
(1) Centrex	\$0.946300*
(2) Ringmate	\$1.109300*
(3) Three-Way Calling	\$0.651500*
(4) Speed Calling	\$0.005100*
(5) Call Waiting	\$0.002300*
(6) Call Forwarding - Don't Answer	\$0.000500*
(7) Call Forwarding - Busy	\$0.000500*
(8) Call Forwarding - Variable	\$0.001300*

Local Switching Usage	Statewide
(per minute of use)	
(1) Local Switching Trunk Port - (PEAK)	\$0.002402*
(2) Local Switching Trunk Port -(OFF-PEAK)	\$0.000000*
(3) Local Switching Usage - (PEAK)	\$0.015404*
(4) Local Switching Usage - (OFF-PEAK)	\$0.005210*

Shared Interoffice Trunking and Tandem Resources	Statewide
(per minute of use)	
(1) Unbundled Shared Tandem Transport Charge (UTTC) (PEAK)	\$0.001680*
(2) Unbundled Shared Tandem Transport Charge (UTTC) (OFF-PEAK)	\$0.000000*
(3) Unbundled Tandem Transit Switching Charge (TTS) (PEAK)	\$0.008381*
(4) Unbundled Tandem Transit Switching Charge (TTS) (OFF-PEAK)	\$0.001563*
(5) Unbundled Common Transport Charge (UCTC) (PEAK)	\$0.004082*
(6) Unbundled Common Transport Charge (UCTC) (OFF-PEAK)	\$0.000000*
(7) Unbundled Toll Common Transport Charge (UTCTC) (PEAK)	\$0.006094*
(8) Unbundled Toll Common Transport Charge (UTCTC) (OFF-PEAK)	\$0.000313*

Service Access Charge: Switching	(per month)
Voice Grade/DS-0	\$0.40*
DS-1	\$2.54*
DS-3	\$45.13*

## B. Non-Recurring Charges

End Office Trunk Ports	Standard Interval	Expedited Interval
(1) Service Order (per order)	\$0.00*	\$0.00*
(2) Manual Intervention Surcharge (per order)	\$22.29*	\$33.00*
(3) Service charge (per port)	\$151.18*	\$195.13*
(4) Installation (CO wiring) (per port)	\$18.20*	\$24.14*

End Office Line Ports	Standard Interval	Expedited Interval
(1) Service Order (per order)	\$0.00*	\$0.00*
(2) Manual Intervention Surcharge (per order)	\$22.29*	\$33.00*
(3) Service charge (per port)#	\$15.12*	\$15.12*
(4) Installation (CO wiring) (per port)#	\$11.98*	\$11.98*

# Integrated DLC ports are priced on an Individual Case Basis

Switching Feature Activation	Standard Interval
Per order	
(1) Call Forwarding – Busy	\$1.00*
(2) Call Forwarding - Don't Answer	\$1.00*
(3) Call Forwarding – Variable	\$1.00*
(4) Call Waiting	\$1.00*
(5) Centrex Intercom Dialing	\$1.00*
(6) Custom Ringing	\$1.00*
(7) Speed Calling	\$1.00*

Miscellaneous Switching Charges	Standard Interval
(1) Network Design Request (per hour)	\$63.93*
(2) Line Port Traffic Study Set-Up (per study)	\$81.04*
(3) Line Port Traffic Study (per week)	\$56.17*

## **XVII. Unbundled Tandem Switching**

### **A. Monthly Recurring Charges**

Dedicated Tandem Switch Ports	All Zones
(per month)	
(1) Tandem Switching Digital Trunk Port	\$399.84*

Tandem Switching Usage	All Zones
(per minute of use)	
(1) Tandem Trunk Port (PEAK)	\$0.003409*
(2) Tandem Trunk Port (OFF-PEAK)	\$0.000000*
(3) Tandem Usage (PEAK)	\$0.001563*
(4) Tandem Usage (OFF-PEAK)	\$0.001563*

### **B. Non-Recurring Charges**

Tandem Office Trunk Ports	Standard Interval	Expedited Interval
(1) Service Order (per port)	\$0*	\$0*
(2) Manual Intervention Surcharge (per port)	\$22.29*	\$33.00*
(3) Service charge (per order)	\$178.70*	\$229.96*
(4) Installation (CO wiring) (per port)	\$18.20*	\$24.14*

**B. PAGENET SERVICES, FACILITIES AND ARRANGEMENTS**

<b>Service Element or Description</b>	<b>Recurring Charges:</b>	<b>Non-Recurring Charge:</b>
<b>I. Local Call Termination</b>	\$.002/MOU unless otherwise agreed under Section 4.6	Not Applicable
<b>II. Number Portability</b>		
Reserved		
<b>All other PageNet Services available to BA for purposes of Exchanging Local Traffic</b>	Available at PageNet's tariffed or otherwise generally available rates, or rates mutually agreed to by PageNet and BA, not to exceed BA rates for equivalent services available to PageNet.	Available at PageNet's tariffed or otherwise generally available rates, or rates mutually agreed to by PageNet and BA, not to exceed BA rates for equivalent services available to PageNet.

## **FIRST AMENDMENT TO NCMRS INTERCONNECTION AGREEMENT**

This First Amendment ("First Amendment"), dated as of May 25, 1999, is made by and between New England Telephone and Telegraph Company, d/b/a Bell Atlantic – Rhode Island ("BA"), a New York corporation, and Metrocall, Inc. ("Metrocall"), a Delaware corporation.

WHEREAS, BA and Metrocall (individually a "Party" and, collectively, the "Parties"), have entered into an Interconnection Agreement for Narrowband Commercial Mobile Radio Service (the "NCMRS Interconnection Agreement") dated as of May 25, 1999, for the State of Rhode Island; and

WHEREAS, the Parties desire to amend the NCMRS Interconnection Agreement as set forth herein.

NOW, THEREFORE, in exchange for the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BA and Metrocall agree as follows:

1. Amendment. Subject to the terms and conditions set forth herein, the Parties hereto amend the NCMRS Interconnection Agreement by adding the following as a new Section 4.6.8 to Appendix 1 thereto:

"4.6.8 Pursuant to subsection 4.6.3, Metrocall has provided to BA a confidential diagram of its network architecture, together with a confidential cost study that it believes is consistent with Section 251 of the Act. BA has reviewed the diagram and the study and agrees that, pursuant to Section 4.6.3, and Section 3.1.4, Metrocall shall be compensated for the transport and termination of Local Traffic at a rate of \$.0047 per minute and BA shall be compensated for the transport and termination of Local Traffic at a rate of \$.0057 per minute, except as set forth in Exhibit A or Section 3.1.4. The Metrocall Reciprocal Compensation rate, per the terms of Section 3.1.4, shall be increased to \$.0057 when the Parties mutually agree that Efficient Interconnection has been achieved by Metrocall, and shall vary in the future, if at all, in accordance with the terms of such Section 3.1.4."

2. Limitation of Amendment. The amendment set forth in Section 1 hereof shall be limited precisely as written and shall not be deemed to:

(a) be an amendment to or waiver of any other term or condition of the NCMRS Interconnection Agreement or of any other instrument or agreement referred to therein; or

(b) prejudice any right or remedy which the Parties may now have or may have in the future under or in connection with the NCMRS Interconnection Agreement or any instrument or agreement referred to therein.

3. Counterparts and Effectiveness This First Amendment may be executed in any



number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. This First Amendment shall become effective as of the date hereof upon the execution of a copy hereof, whether by the same or different copies, by each of the Parties hereto.

4. GOVERNING LAW THIS FIRST AMENDMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF RHODE ISLAND (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW).

5. Headings Section headings in this First Amendment are included herein for convenience of reference only and shall not constitute a part of this First Amendment for any other purpose.

**IN WITNESS WHEREOF**, the Parties hereto have caused this First Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

METROCALL, INC.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BELL ATLANTIC – RHODE ISLAND

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title : \_\_\_\_\_

Date: \_\_\_\_\_